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 208/230-3-30

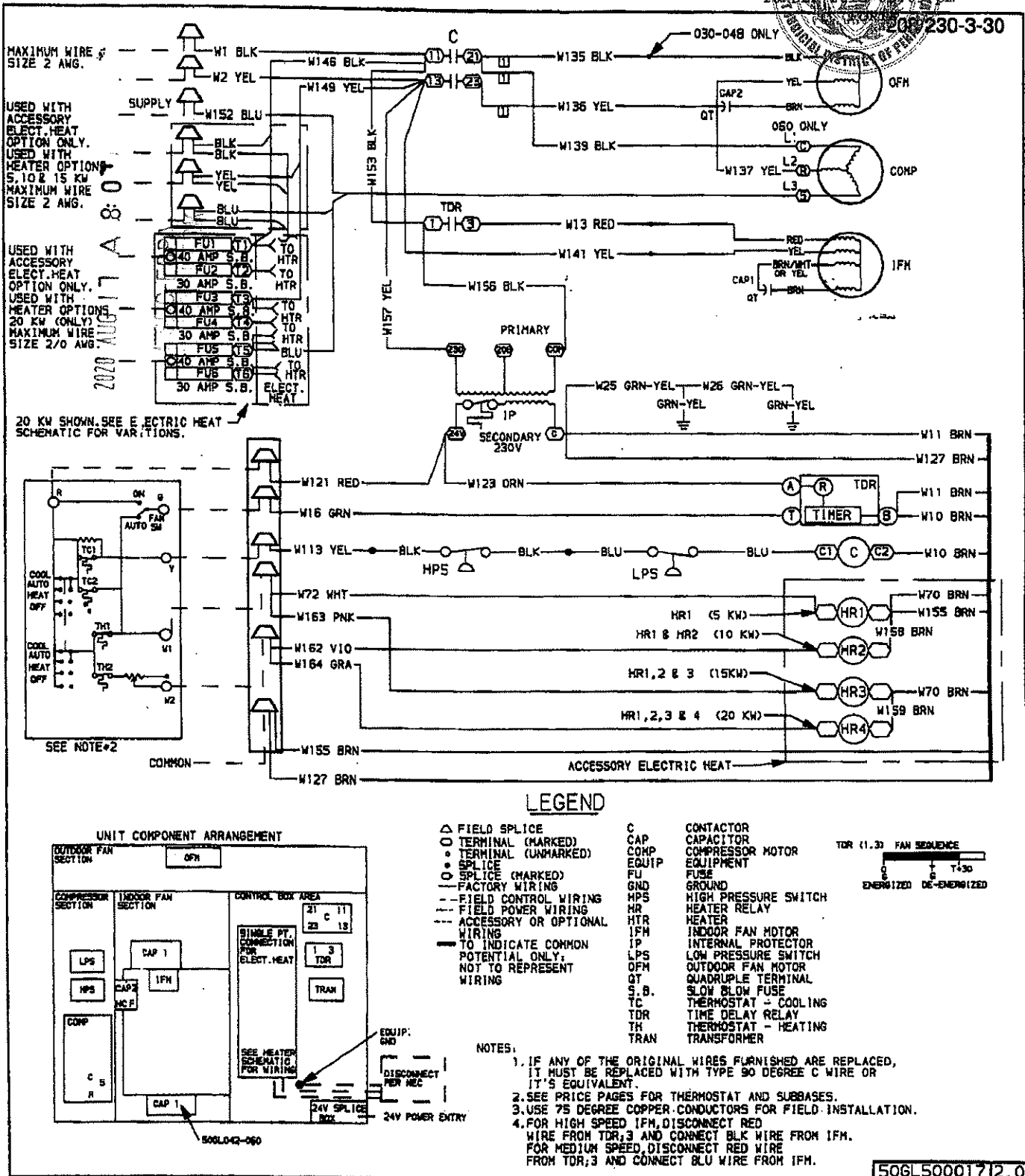


Fig. 16—208/230-3-60 Wiring Diagram

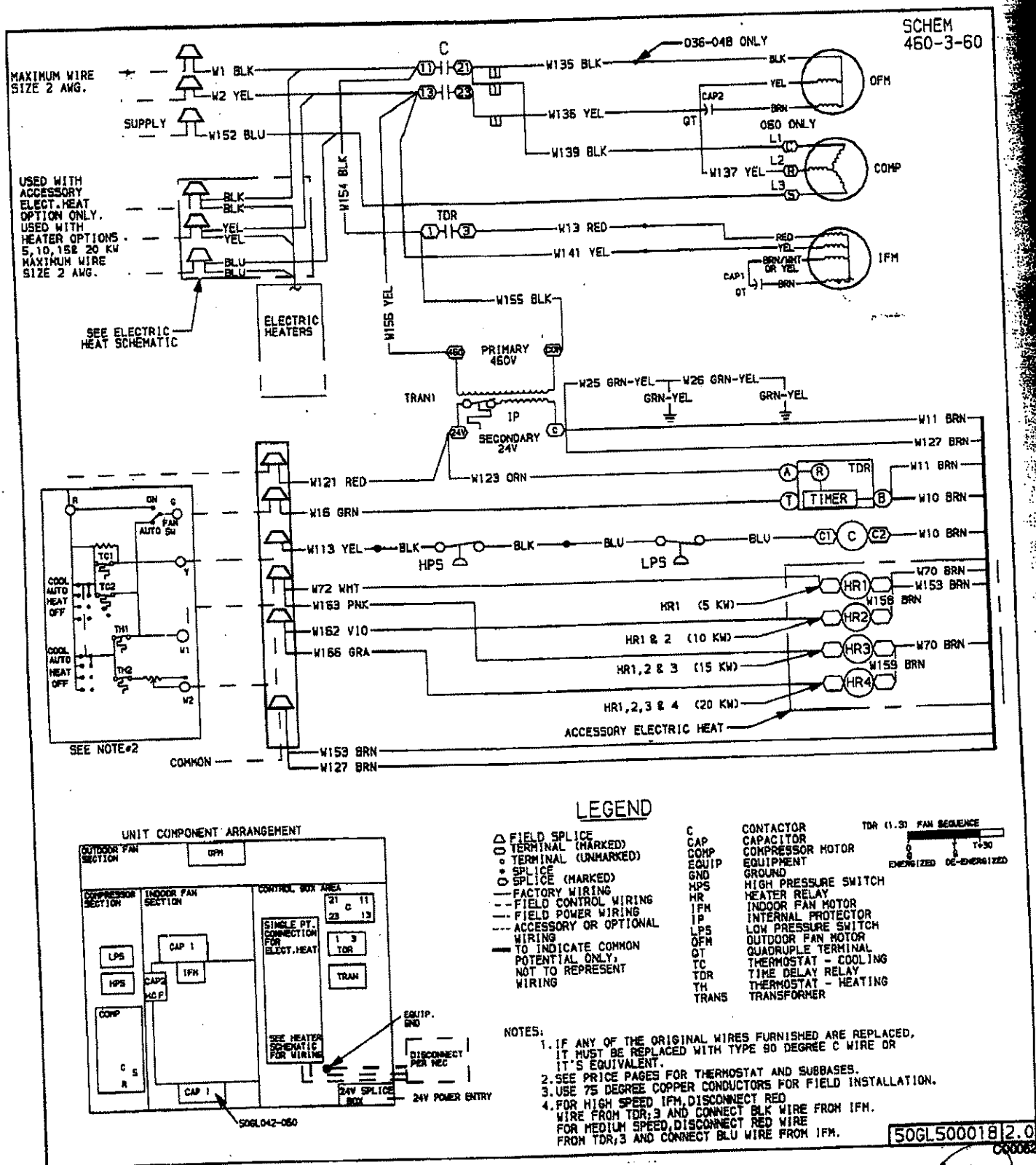


Fig. 17—460-3-60 Wiring Diagram

IMPORTANT: When evaluating the refrigerant charge, an indicated adjustment to the specified factory charge must always be very minimal. If a substantial adjustment is indicated, an abnormal condition exists somewhere in the cooling system, such as insufficient airflow across either coil or both coils.

Refrigerant charge

The amount of refrigerant charge is listed on the unit nameplate. Refer to the Refrigeration Service Techniques Manual, Refrigerants section.

Unit panels must be in place when unit is operating during charging procedures.

No charge

Use standard evacuating techniques. After evacuating system, weigh in the specified amount of refrigerant (refer to system data plate).

Low charge cooling

Measure outdoor ambient using Cooling Charging Charts (Figs. 18-23). Vary refrigerant until the conditions of the chart are met. Note that charging charts are different from type normally used. Charts are based on charging the units to correct superheat for the various operating conditions. Accurate pressure gage and temperature sensing devices are required. Connect the pressure gage to the service port on the suction line. Mount the temperature sensing device on the suction line and insulate it so that the outdoor ambient does not effect the reading. Indoor air CFM must be within the normal operating range of the unit.

To use cooling charging charts

Take the outdoor ambient temperature and read the suction pressure gage. Refer to the chart to determine what the suction temperature should be.

NOTE: If the problem causing the inaccurate readings is a refrigerant leak, refer to Check for Refrigerant Leaks section.

INDOOR AIRFLOW AND AIRFLOW ADJUSTMENTS

CAUTION

For cooling operation, the recommended airflow is 350 to 450 cfm for each 12,000 Btuh of rated cooling capacity.

Table 4 shows cooling airflows at various external static pressures. Refer to these tables to determine the airflow for the system being installed.

NOTE: Be sure that all supply- and return-air grilles are open, free from obstructions, and adjusted properly.

WARNING

Disconnect electrical power to the unit before changing blower speed. Electrical shock can cause serious injury or death.

Airflow can be changed by changing the lead connections of the blower motor.

All 50GL units are factory wired for low speed and may need to be wired for medium or high speed in the field.

FOR 208/230-V — The motor leads are color-coded as follows:

3-SPEED	2-SPEED
black = high speed	black = high speed
blue = medium speed	
red = low speed	red = low speed

To change the speed of the blower motor (BM), remove the fan motor speed leg lead from the blower relay (BR). This wire is attached to terminal BM for single-phase and 3-phase units. To

change the speed, remove and replace with lead for desired blower motor speed. *Insulate the removed lead to avoid contact with chassis parts.*

FOR 460-V GE MOTORS — The motor leads are color coded as follows:

3-SPEED	2-SPEED
black = high	black = high
violet = jumper	blue = jumper
orange = medium	
red = low	red = low

To change the speed of the blower motor (BM), remove fan motor speed lead from the blower relay (BR) and replace with the lead for the desired blower motor speed. The motor speed lead is attached to terminal BM. For low and medium speeds black must be connected to the jumper wire. *Insulate removed lead end to avoid contact with chassis parts.* To select high speed on 460-v GE motors, separate the black female quick connect (QC) from the jumper lead male quick connect (QC) and connect the black lead to the BR. Insulate the jumper to avoid contact with any chassis parts.

COOLING SEQUENCE OF OPERATION — With the room thermostat SYSTEM switch in the COOL position and the FAN switch in the AUTO position, the cooling sequence of operation is as follows:

When the room temperature rises to a point that is slightly above the cooling control setting of the thermostat, the thermostat completes the circuit between thermostat terminal R to terminals Y and G. These completed circuits through the thermostat connect contactor coil (C) (through unit wire Y) and blower relay coil (TDR) (through unit wire G) across the 24-v secondary of transformer (TRAN).

The normally open contacts of energized contactor (C) close and complete the circuit through compressor motor (COMP) to condenser (outdoor) fan motor (OFM). Both motors start instantly.

The set of normally open contacts of energized relay TDR close and complete the circuit through evaporator blower (indoor) fan motor (IFM).

NOTE: Once the compressor has started and then has stopped, it should not be started again until 5 min have elapsed.

The cooling cycle remains "on" until the room temperature drops to point that is slightly below the cooling control setting of the room thermostat. At this point, the thermostat "breaks" the circuit between thermostat terminal R to terminals Y and G. These open circuits deenergize contactor coil C and relay coil TDR. The condenser and compressor motors stop. After a 30-sec delay, the blower motor stops. The unit is in a "standby" condition, waiting for the next "call for cooling" from the room thermostat.

MAINTENANCE

To ensure continuing high performance, and to minimize the possibility of premature equipment failure, periodic maintenance must be performed on this equipment. This cooling unit should be inspected at least once each year by a qualified service person. To troubleshoot heating or cooling of units, refer to tables at the back of the book.

NOTE TO EQUIPMENT OWNER: Consult your local dealer about the availability of a maintenance contract.

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Table 4—Wet Coil Air Delivery (Deduct 10% for 208v)*
Horizontal and Downflow Discharge
Unit 50GL024-060

230 AND 460 VOLT													
Unit	Motor Speed		External Static Pressure (in. wg)										
			0.0	0.1	0.2	0.3	0.4	0.5	0.6	0.7	0.8	0.9	1.0
024	Low	Watts	281	282	281	278	276	-	-	-	-	-	-
		Cfm	833	778	702	638	554	-	-	-	-	-	-
	Med	Watts	-	-	-	375	370	363	357	352	-	-	-
		Cfm	-	-	-	694	800	754	636	518	-	-	-
	High	Watts	-	-	-	-	-	468	457	444	431	423	-
		Cfm	-	-	-	-	-	884	802	697	467	397	-
30	Low	Watts	246	244	243	241	-	-	-	-	-	-	-
		Cfm	910	806	749	680	-	-	-	-	-	-	-
	Med	Watts	343	339	336	332	328	322	317	-	-	-	-
		Cfm	1148	1104	1028	958	850	782	645	-	-	-	-
	High	Watts	-	-	-	-	441	432	421	410	400	-	-
		Cfm	-	-	-	-	1102	988	896	783	529	-	-
36	Low	Watts	-	470	458	445	430	415	399	384	-	-	-
		Cfm	-	1352	1257	1240	1199	1107	1015	924	-	-	-
	Med	Watts	-	-	514	501	487	471	455	436	422	-	-
		Cfm	-	-	1338	1295	1288	1181	1111	968	819	-	-
	High	Watts	-	-	-	646	636	628	614	602	589	-	-
		Cfm	-	-	-	1385	1268	1196	1159	1032	948	-	-
42	Low	Watts	-	625	614	605	593	574	549	518	485	454	-
		Cfm	-	1540	1510	1473	1396	1348	1288	1192	1124	1037	-
	Med	Watts	-	-	-	-	728	695	661	625	591	561	540
		Cfm	-	-	-	-	1648	1593	1530	1446	1352	1237	1114
	High	Watts	-	-	-	-	-	-	-	790	766	742	713
		Cfm	-	-	-	-	-	-	-	1616	1492	1394	1283
48	Low	Watts	-	588	577	572	566	556	539	517	491	-	-
		Cfm	-	1514	1543	1487	1408	1374	1324	1297	1161	-	-
	Med	Watts	-	758	738	719	699	676	650	623	596	572	555
		Cfm	-	1785	1765	1706	1628	1577	1503	1421	1357	1298	1253
	High	Watts	-	-	-	-	896	882	829	800	775	752	728
		Cfm	-	-	-	-	1880	1804	1704	1547	1585	1406	1367
60	Low	Watts	903	898	873	842	814	792	777	764	743	701	618
		Cfm	2190	2158	2081	2026	1958	1866	1822	1744	1678	1535	1377
	Med	Watts	-	1002	978	960	941	914	880	839	798	764	750
		Cfm	-	2389	2291	2216	2120	2020	1952	1852	1727	1617	1549
	High	Watts	-	-	-	1080	1080	1066	1041	1008	972	938	-
		Cfm	-	-	-	2316	2181	2122	2101	2000	1802	1672	-

* Air delivery values are based on operating voltage of 230 v or 460 v, wet coil, without filter or electric heater. Deduct filter and electric heater pressure drops to obtain static pressure available for ducting.

NOTES: 1. Do not operate the unit at a cooling airflow that is less than 350 cfm for each 12,000 Btu/h of rated cooling capacity. Evaporator coil frosting may occur at airflows below this point.

2. Dashes indicate portions of table that are beyond the blower motor capacity or are not recommended.

⚠ WARNING

The ability to properly perform maintenance on this equipment requires certain expertise, mechanical skills, tools, and equipment. If you do not possess these, do not attempt to perform any maintenance on this equipment other than those procedures recommended in the User's Manual. **FAILURE TO HEED THIS WARNING COULD RESULT IN SERIOUS INJURY OR DEATH AND POSSIBLE DAMAGE TO THIS EQUIPMENT.**

⚠ WARNING

Failure to follow these warnings could result in serious injury or death:

1. Turn off electrical power to the unit before performing any maintenance or service on the unit.
2. Use extreme caution when removing panels and parts. As with any mechanical equipment, personal injury can result from sharp edges, etc.
3. Never place anything combustible either on, or in contact with, the unit.

⚠ CAUTION

Errors made when reconnecting wires may cause improper and dangerous operation. Label all wires prior to disconnection when servicing.

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The minimum maintenance requirements for this equipment are as follows:

1. Inspect air filter(s) each month. Clean or replace when necessary.
2. Inspect indoor coil, drain pan, and condensate drain each cooling season for cleanliness. Clean when necessary.
3. Inspect blower motor and wheel for cleanliness and check lubrication each heating and cooling season. Clean when necessary.
4. Check electrical connections for tightness and controls for proper operation each heating and cooling season. Service when necessary.

AIR FILTER

IMPORTANT: Never operate the unit without a suitable air filter in the return-air duct system. Always replace the filter with the same dimensional size and type as originally installed (See Tables 1 for recommended filter sizes).

Inspect air filter(s) at least once each month and replace (throwaway-type) or clean (cleanable-type) at least twice during each heating and cooling season or whenever the filter(s) becomes clogged with dust and lint.

EVAPORATOR BLOWER AND MOTOR

NOTE: All motors are prelubricated. Do not attempt to lubricate these motors.

For longer life, operating economy, and continuing efficiency, clean accumulated dirt and grease from the blower wheel and motor annually.

⚠ WARNING

Disconnect and tag electrical power to the unit before cleaning the blower motor and wheel. Failure to adhere to this warning could cause serious injury or death.

To clean the blower motor and wheel:

1. Remove and disassemble blower assembly as follows:
 - a. Remove unit access panel.
 - b. Disconnect motor lead from blower relay (BR). Disconnect yellow lead from terminal L2 of the contactor.
 - c. On all units remove blower assembly from unit. Remove screws securing blower to blower partition and slide assembly out. Be careful not to tear insulation in blower compartment.
 - d. Ensure proper reassembly by marking blower wheel and motor in relation to blower housing before disassembly.
 - e. Loosen setscrew(s) that secures wheel to motor shaft, remove screws that secure motor mount brackets to housing, and slide motor and motor mount out of housing.
2. Remove and clean blower wheel as follows:
 - a. Ensure proper reassembly by marking wheel orientation.
 - b. Lift wheel from housing. When handling and/or cleaning blower wheel, be sure not to disturb balance weights (clips) on blower wheel vanes.
 - c. Remove caked-on dirt from wheel and housing with a brush. Remove lint and/or dirt accumulations from wheel and housing with vacuum cleaner, using soft brush attachment. Remove grease and oil with mild solvent.
 - d. Reassemble wheel into housing.
 - e. Reassemble motor into housing. Be sure setscrews are tightened on motor shaft flats and not on round part of shaft.

f. Reinstall unit access panel.

3. Restore electrical power to unit. Start unit and check for proper blower rotation and motor speeds during heating and cooling cycles.

CONDENSER COIL, EVAPORATOR COIL, AND CONDENSATE DRAIN PAN

Inspect the condenser coil, evaporator coil, and condensate drain pan at least once each year.

The coils are easily cleaned when dry; therefore, inspect and clean the coils either before or after each cooling season. Remove all obstructions, including weeds and shrubs, that interfere with the airflow through the condenser coil.

Straighten bent fins with a fin comb. If coated with dirt or lint, clean the coils with a vacuum cleaner, using the soft brush attachment. Be careful not to bend the fins. If coated with oil or grease, clean the coils with a mild detergent-and-water solution. Rinse coils with clear water, using a garden hose. Be careful not to splash water on motors, insulation, wiring, or air filter(s). For best results, spray condenser coil fins from inside to outside the unit. On units with an outer and inner condenser coil, be sure to clean between the coils. Be sure to flush all dirt and debris from the unit base.

Inspect the drain pan and condensate drain line when inspecting the coils. Clean the drain pan and condensate drain by removing all foreign matter from the pan. Flush the pan and drain tube with clear water. Do not splash water on the insulation, motor, wiring, or air filter(s). If the drain tube is restricted, clear it with a "plumbers snake" or similar probe device. Ensure that the auxiliary drain port above the drain tube is also clear.

CONDENSER FAN

⚠ CAUTION

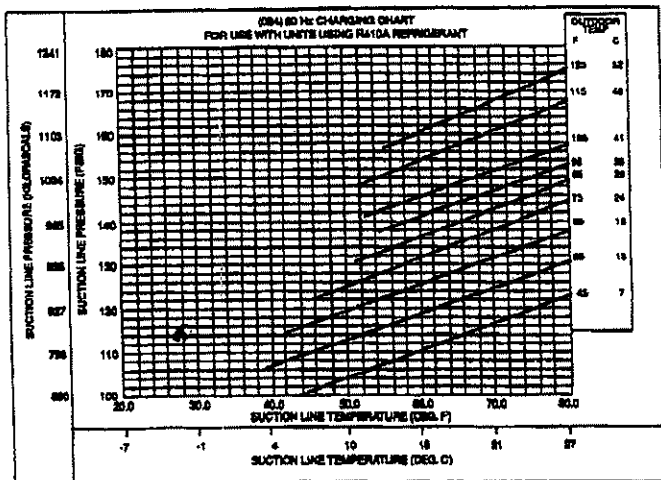
Keep the condenser fan free from all obstructions to ensure proper cooling operation. Never place articles on top of the unit. Damage to unit may result.

4. Remove 6 screws holding condenser grille and motor to top cover.
5. Turn motor/grille assembly upside down on top cover to expose the fan blade.
6. Inspect the fan blades for cracks or bends.
7. If fan needs to be removed, loosen the setscrew and slide the fan off the motor shaft.
8. When replacing fan blade, position blade so that the hub is 1/8 in. away from the motor end (1/8 in. of motor shaft will be visible).
9. Ensure that setscrew engages the flat area on the motor shaft when tightening.
10. Replace grille.

ELECTRICAL CONTROLS AND WIRING — Inspect and check the electrical controls and wiring annually. *Be sure to turn off the electrical power to the unit.*

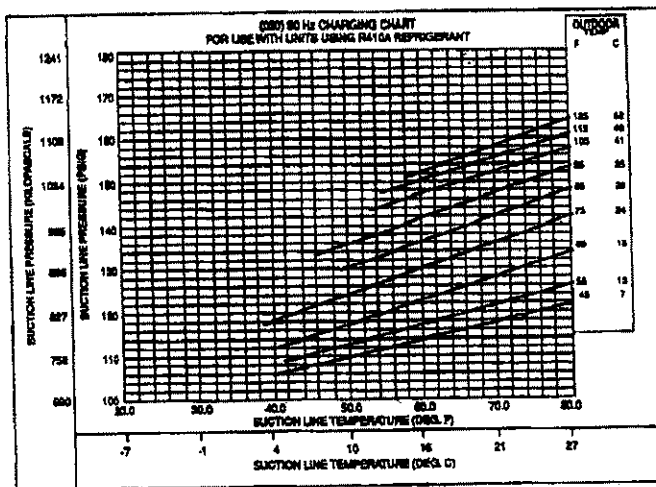
Remove access panel to locate all the electrical controls and wiring. Check all electrical connections for tightness. Tighten all screw connections. If any smoky or burned connections are noticed, disassemble the connection, clean all the parts, restrip the wire end and reassemble the connection properly and securely.

After inspecting the electrical controls and wiring, replace the access panel. Start the unit, and observe at least one complete heating cycle and one complete cooling cycle to ensure proper operation. If discrepancies are observed in either or both operating



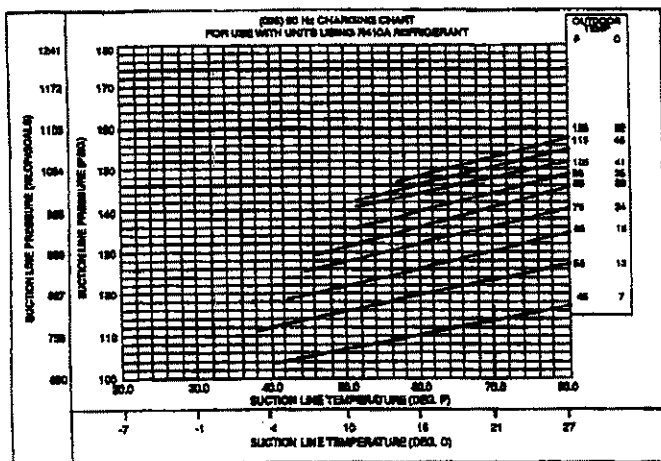
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Fig. 18—Cooling Charging Chart, 50GL024 Units



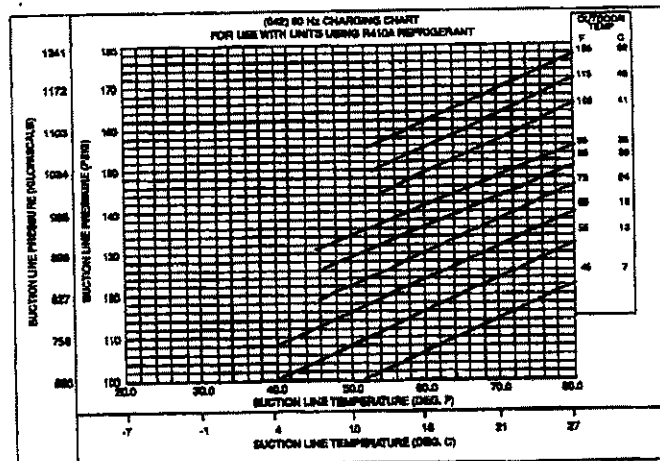
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Fig. 19—Cooling Charging Chart, 50GL030 Units



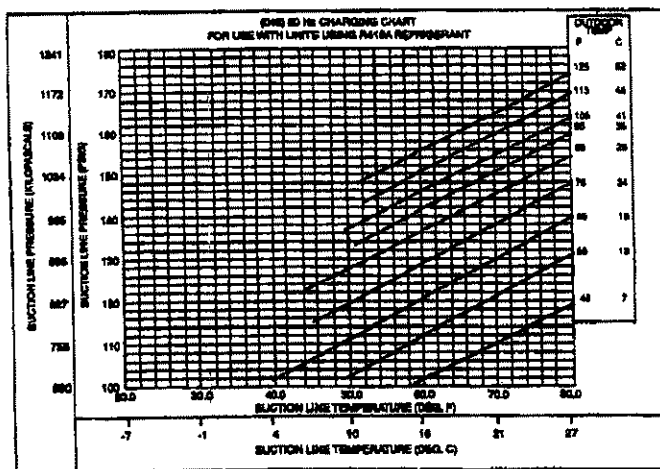
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Fig. 20—Cooling Charging Chart, 50GL036 Units



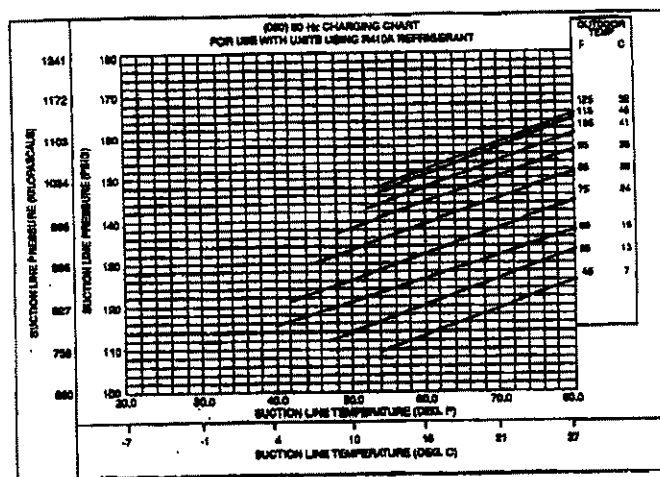
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Fig. 21—Cooling Charging Chart, 50GL042 Units



C99083

Fig. 22—Cooling Charging Chart, 50GL048 Units



C99084

Fig. 23—Cooling Charging Chart, 50GL060 Units

cycles, or if a suspected malfunction has occurred, check each electrical component with the proper electrical instrumentation. Refer to the unit wiring label when making these checkouts.

NOTE: Refer to the heating and/or cooling sequence of operation in this publication as an aid in determining proper control operation.

REFRIGERANT CIRCUIT — Inspect all refrigerant tubing connections and the unit base for oil accumulations annually. Detecting oil generally indicates a refrigerant leak.

▲ WARNING

System under pressure. Relieve pressure and recover all refrigerant before system repair or final unit disposal to avoid serious injury or death. Use all service ports and open all flow-control devices, including solenoid valves.

If oil is detected or if low cooling performance is suspected, leak-test all refrigerant tubing using an electronic leak-detector, halide torch, or liquid-soap solution. If a refrigerant leak is detected, refer to Check for Refrigerant Leaks section.

If no refrigerant leaks are found and low cooling performance is suspected, refer to Checking and Adjusting Refrigerant Charge section.

EVAPORATOR AIRFLOW — The heating and/or cooling airflow does not require checking unless improper performance is suspected. *If a problem exists, be sure that all supply- and return-air grilles are open and free from obstructions, and that the air filter is clean.* When necessary, refer to Indoor Airflow and Airflow Adjustments section to check the system airflow.

METERING DEVICE—ACCURATOR® PISTON — This metering device is a fixed orifice and is contained in the brass hex-body in the liquid line.

PRESSURE SWITCHES — Pressure switches are protective devices wired into control circuit (low voltage). They shut off compressor if abnormally high or low pressures are present in the refrigeration circuit. These pressure switches are specifically designed to operate with Puron (R-410A) systems. R-22 pressure switches must not be used as replacements for the Puron (R-410A) air conditioner.

LOSS OF CHARGE/LOW-PRESSURE SWITCH (AIR CONDITIONER ONLY) — This switch is located on the liquid line and protects against low suction pressures caused by such events as loss of charge, low airflow across indoor coil, dirty filters, etc. It opens on a pressure drop at about 20 psig. If system pressure is above this, switch should be closed.

To check switch:

1. Turn off all power to unit.
2. Disconnect leads on switch.
3. Apply ohmmeter leads across switch. You should have continuity on a good switch.

NOTE: Because these switches are attached to refrigeration system under pressure, it is not advisable to remove this device for troubleshooting unless you are reasonably certain that a problem exists. If switch must be removed, remove and recover all system charge so that pressure gages read 0 psi. Never open system without breaking vacuum with dry nitrogen.

HIGH-PRESSURE SWITCH — The high-pressure switch is located in the discharge line and protects against excessive condenser coil pressure. It opens at 610 psig.

High pressure may be caused by a dirty condenser coil, failed fan motor, or condenser air recirculation.

To check switch:

1. Turn off all power to unit.
2. Disconnect leads on switch.
3. Apply ohmmeter leads across switch. You should have continuity on a good switch.

COPELAND SCROLL COMPRESSOR (PURON REFRIGERANT) — The compressor used in this product is specifically designed to operate with Puron (R-410A) refrigerant and cannot be interchanged.

The compressor is an electrical (as well as mechanical) device. Exercise extreme caution when working near compressors. Power should be shut off, if possible, for most troubleshooting techniques. Refrigerants present additional safety hazards.

▲ WARNING

Wear safety glasses and gloves when handling refrigerants. Keep torches and other ignition sources away from refrigerants and oils. Failure to follow this warning can cause a fire, serious injury, or death.

The scroll compressor pumps refrigerant throughout the system by the interaction of a stationary and an orbiting scroll. The scroll compressor has no dynamic suction or discharge valves, and it is more tolerant of stresses caused by debris, liquid slugging, and flooded starts. The compressor is equipped with an anti-rotational device and an internal pressure relief port. The anti-rotational device prevents the scroll from turning backwards and replaces the need for a cycle protector. The pressure relief port is a safety device, designed to protect against extreme high pressure. The relief port has an operating range between 550 and 625 psi differential pressure.

The Copeland scroll compressor uses Mobil 3MA POE oil. This is the only oil allowed for oil recharge.

REFRIGERANT SYSTEM

REFRIGERANT

▲ CAUTION

This system uses Puron® (R-410A) refrigerant which has higher operating pressures than R-22 and other refrigerants. No other refrigerant may be used in this system. Gage set, hoses, and recovery system must be designed to handle Puron. If you are unsure consult the equipment manufacturer. Failure to use Puron compatible servicing equipment or replacement components may result in property damage or injury.

COMPRESSOR OIL — The compressor in this system uses a polyolester (POE) oil, Mobil 3MA POE. This oil is extremely hygroscopic, meaning it absorbs water readily. POE oils can absorb 15 times as much water as other oils designed for HCFC and CFC refrigerants. Take all necessary precautions to avoid exposure of the oil to the atmosphere.

SERVICING SYSTEMS ON ROOFS WITH SYNTHETIC MATERIALS — POE (polyolester) compressor lubricants are known to cause long term damage to some synthetic roofing materials. Exposure, even if immediately cleaned up, may cause embrittlement (leading to cracking) to occur in one year or more. When performing any service that may risk exposure of compressor oil to the roof, take appropriate precautions to protect roofing. Procedures which risk oil leakage include, but are not limited to, compressor replacement, repairing refrigerant leaks, replacing refrigerant components such as filter drier, pressure switch, metering device, coil, accumulator, or reversing valve.

SYNTHETIC ROOF PRECAUTIONARY PROCEDURE

1. Cover extended roof working area with an impermeable polyethylene (plastic) drip cloth or tarp. Cover an approximate 10 x 10 ft. area.
2. Cover area in front of the unit service panel with a terry cloth shop towel to absorb lubricant spills and prevent run-offs, and protect drip cloth from tears caused by tools or components.
3. Place terry cloth shop towel inside unit immediately under component(s) to be serviced and prevent lubricant run-offs through the louvered openings in the base pan.
4. Perform required service.
5. Remove and dispose of any oil contaminated material per local codes.

LIQUID LINE FILTER DRIER — The filter drier is specifically designed to operate with Puron. Use only factory-authorized

components. Filter drier must be replaced whenever the refrigerant system is opened. When removing a filter drier, use a tubing cutter to cut the drier from the system. Do not unsweat a filter drier from the system. Heat from unsweating will release moisture and contaminants from drier into system.

PURON (R-410A) REFRIGERANT CHARGING — Refer to unit information plate and charging chart. Some R-410A refrigerant cylinders contain a dip tube to allow liquid refrigerant to flow from cylinder in upright position. For cylinders equipped with a dip tube, charge Puron units with cylinder in upright position and a commercial metering device in manifold hose. Charge refrigerant into suction-line.

AIR CONDITIONER WITH PURON® (R-410A)—QUICK REFERENCE GUIDE

Puron refrigerant operates at 50%-70% higher pressures than R-22. Be sure that servicing equipment and replacement components are designed to operate with Puron.

Puron refrigerant cylinders are rose colored.

- Puron refrigerant cylinders manufactured prior to March 1, 1999, have a dip tube that allows liquid to flow out of cylinder in upright position. Cylinders manufactured March 1, 1999 and later DO NOT have a dip tube and MUST be positioned upside down to allow liquid to flow.
- Recovery cylinder service pressure rating must be 400 psig, DOT 4BA400 or DOT BW400.
- Puron systems should be charged with liquid refrigerant. Use a commercial type metering device in the manifold hose.
- Manifold sets should be 750 psig high-side and 200 psig low-side with 520 psig low-side retard.
- Use hoses with 750 psig service pressure rating.
- Leak detectors should be designed to detect HFC refrigerant.
- Puron, as with other HFCs, is only compatible with POE oils.
- Vacuum pumps will not remove moisture from oil.
- Only use factory specified liquid-line filter driers with rated working pressures no less than 600 psig.
- Do not install a suction-line filter drier in liquid-line.
- POE oils absorb moisture rapidly. Do not expose oil to atmosphere.
- POE oils may cause damage to certain plastics and roofing materials.
- Wrap all filter driers and service valves with wet cloth when brazing.
- A Puron liquid-line filter drier is required on every unit.
- Do not use an R-22 TXV.
- Never open system to atmosphere while it is under a vacuum.
- When system must be opened for service, break vacuum with dry nitrogen and replace filter driers.
- Always replace filter drier after opening system for service.
- Do not vent Puron into the atmosphere.
- Observe all warnings, cautions, and bold text.
- Do not leave Puron suction line driers in place for more than 72 hrs.

Table 5—Troubleshooting — Cooling

SYMPTOM	CAUSE	REMEDY
Compressor and condenser fan will not start	Power failure	Call power company
	Fuse blown or circuit breaker tripped	Replace fuse or reset circuit breaker
	Defective thermostat, contactor, transformer, control relay, high pressure, or loss-of-charge switch	Replace component
	Insufficient line voltage	Determine cause and correct
	Incorrect or faulty wiring	Check wiring diagram and rewire correctly
	Thermostat setting too high	Lower thermostat setting below room temperature
Compressor will not start but condenser fan runs	Faulty wiring or loose connections in compressor circuit	Check wiring and repair or replace
	Compressor motor burned out, seized, or internal overload open	Determine cause. Replace compressor
	Defective run/start capacitor, overload, start relay	Determine cause and replace
	One leg of 3-phase power dead	Replace fuse or reset circuit breaker Determine cause
Three-phase scroll compressor (50GL030-060) makes excessive noise, and there may be a low pressure differential	Scroll compressor is rotating in the wrong direction	Correct the direction of rotation by reversing two of the 3-phase power leads to the unit. Shut down unit to allow pressures to equalize
Compressor cycles (other than normally satisfying thermostat)	Refrigerant overcharge or undercharge	Recover refrigerant, evacuate system, and recharge to capacities shown on nameplate
	Defective compressor	Replace and determine cause
	Insufficient line voltage	Determine cause and correct
	Blocked condenser	Determine cause and correct
	Defective run/start capacitor, overload or start relay	Determine cause and replace
	Defective thermostat	Replace thermostat
	Faulty condenser-fan motor or capacitor	Replace
	Restriction in refrigerant system	Locate restriction and remove
Compressor operates continuously	Dirty air filter	Replace filter
	Unit undersized for load	Decrease load or increase unit size
	Thermostat set too low	Reset thermostat
	Low refrigerant charge	Locate leak, repair, and recharge
	Leaking valves in compressor	Replace compressor
	Air in system	Recover refrigerant, evacuate system, and recharge
	Condenser coil dirty or restricted	Clean coil or remove restriction
Excessive head pressure	Dirty air filter	Replace filter
	Dirty condenser coil	Clean coil
	Refrigerant overcharged	Recover excess refrigerant
	Air in system	Recover refrigerant, evacuate system, and recharge
	Condenser air restricted or air short-cycling	Determine cause and correct
Head pressure too low	Low refrigerant charge	Check for leaks, repair and recharge
	Restriction in liquid tube	Remove restriction
Excessive suction pressure	High heat load	Check for source and eliminate
	Refrigerant overcharged	Recover excess refrigerant
Suction pressure too low	Dirty air filter	Replace filter
	Low refrigerant charge	Check for leaks, repair and recharge
	Metering device or low side restricted	Remove source of restriction
	Insufficient evaporator airflow	Increase air quantity. Check filter — replace if necessary
	Temperature too low in conditioned area	Reset thermostat
	Outdoor ambient below 40 F	Install low-ambient kit
	Field-installed filter-drier restricted	Replace

START-UP CHECKLIST
(REMOVE AND STORE IN JOB FILE)

I. PRELIMINARY INFORMATION

Model No.
 Serial No.
 Date
 Technician.....

II. PRE-START-UP

- ___ Verify that all packing materials have been removed from unit
- ___ Verify that condensate connection is installed per installation instructions
- ___ Check all electrical connections and terminals for tightness
- ___ Check that indoor (evaporator) air filter is clean and in place
- ___ Verify that unit installation is level
- ___ Check fan wheel and propeller for location in housing and setscrew tightness

III. START-UP

Supply Voltage L1-L2 _____ L2-L3 _____ L3-L1 _____
 Compressor Amps L1 _____ L2 _____ L3 _____
 Indoor (Evaporator) Fan Amps _____

TEMPERATURE

Outdoor (Condenser) Air Temperature _____ DB
 Return-Air Temperature _____ DB _____ WB
 Cooling Supply Air _____ DB _____ WB

PRESSURES

Refrigerant Suction _____ psig
 Suction Line Temp* _____
 Refrigerant Discharge _____ psig
 Discharge Temp† _____

- ___ Verify refr. gerant charge using charging tables
- ___ Verify that 3-phase scroll compressor (50GL030-060) is rotating in correct direction

* Measured at suction inlet to compressor
 † Measured at liquid line leaving condenser

53

APPROX 645 20N



3710185

(200511031439-jes-430-0141441)

SHIP TO:
RANDAZZO MECHANICAL
DAVE HATCH
610-527-7513
PHILADELPHIA PA 19131

HAG RES PAYNE

215-879-7060
CITY LINE

JES JES 02:39

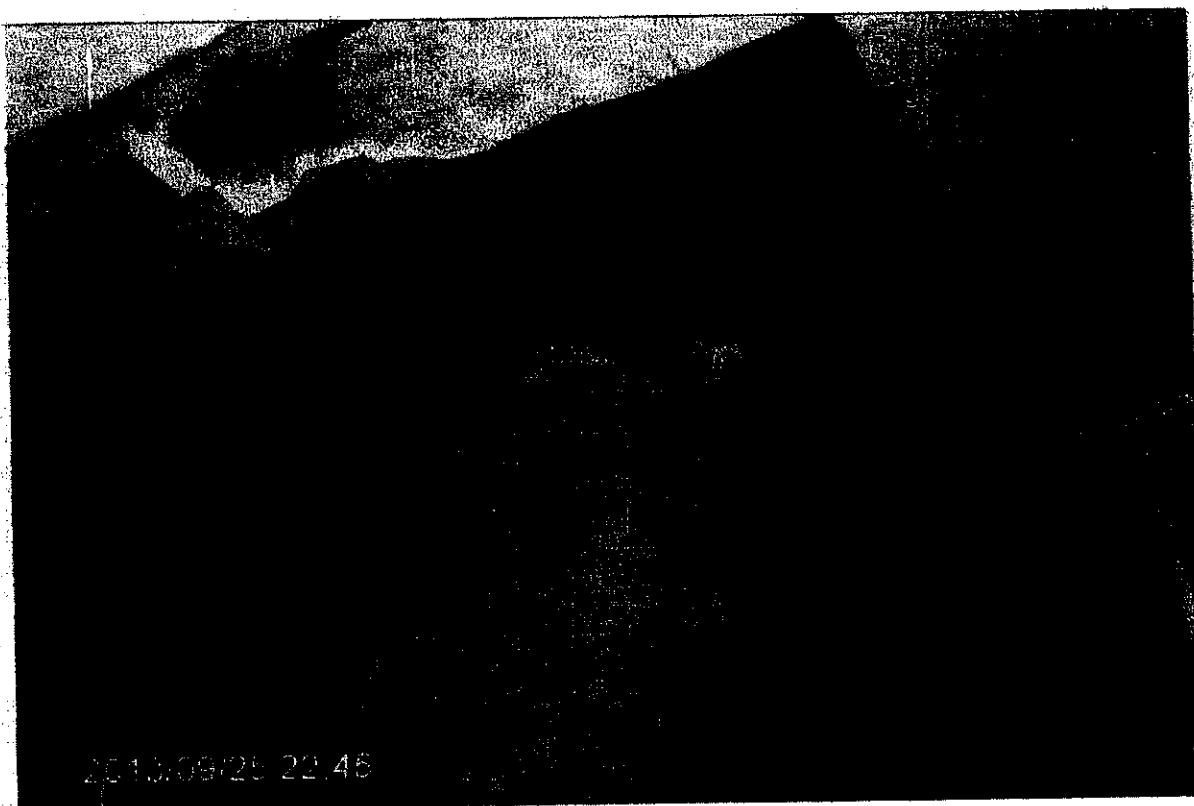
3710185
BILL TO:
JOE SKINIS (CASH SALE)
PEIRCE PHELPS
2000 NORTH 59TH STREET
PHILADELPHIA PA 19131

MADAO

SALES 15	INSE 15	CUSTOMER 95759	SHIP VIA PICKUP	INSTRUCTIONS / MARK Must collect	SALES ORDER 2583160	ORDER DATE 11/03/05	RELEASE DATE 11/03/05	FOR POINT PICKUP	PAGE 1	
ORDER LINE	QUANTITY ORDERED	QUANTITY RELEASED	QUANTITY SHIPPED	BOX DRD	UNIT MEAS	ITEM NUMBER / VENDOR NUMBER	DESCRIPTION	WEIGHT / LOCATION	UNIT PRICE	EXT. PRICE
5	1	1		N EA		CA 50GL0243 50GL-024-...3	PAC PURON 2T 208/230 W/LOUVERED GRILLE	307		
					2					
10	1	1		N EA		CA CPRFCURB007A00 CPRFCURB007A00	14" TALL ROOF CURB FOR 48GS 018 - 042	62		
					3					
THANK YOU FOR YOUR ORDER, JOSEPH E. SKINIS										
DATE 324195508952 TIME 11/03/2005 653405 15:40:01										
NET 1,341.00 GHT 0.00 TAX 93.87										
INV 1,434.87										
PEIRCE-PHELPS INC. 2000 N 59TH STREET PHILADELPHIA, PA 19131 2158797000										
CREDIT SALE										
TRANS #001 AUTH #015200 VISA ACCOUNT # 4264256256181453 EXP DATE 0105										
SALE AMOUNT \$1,429.16										

HAT 6420 20N

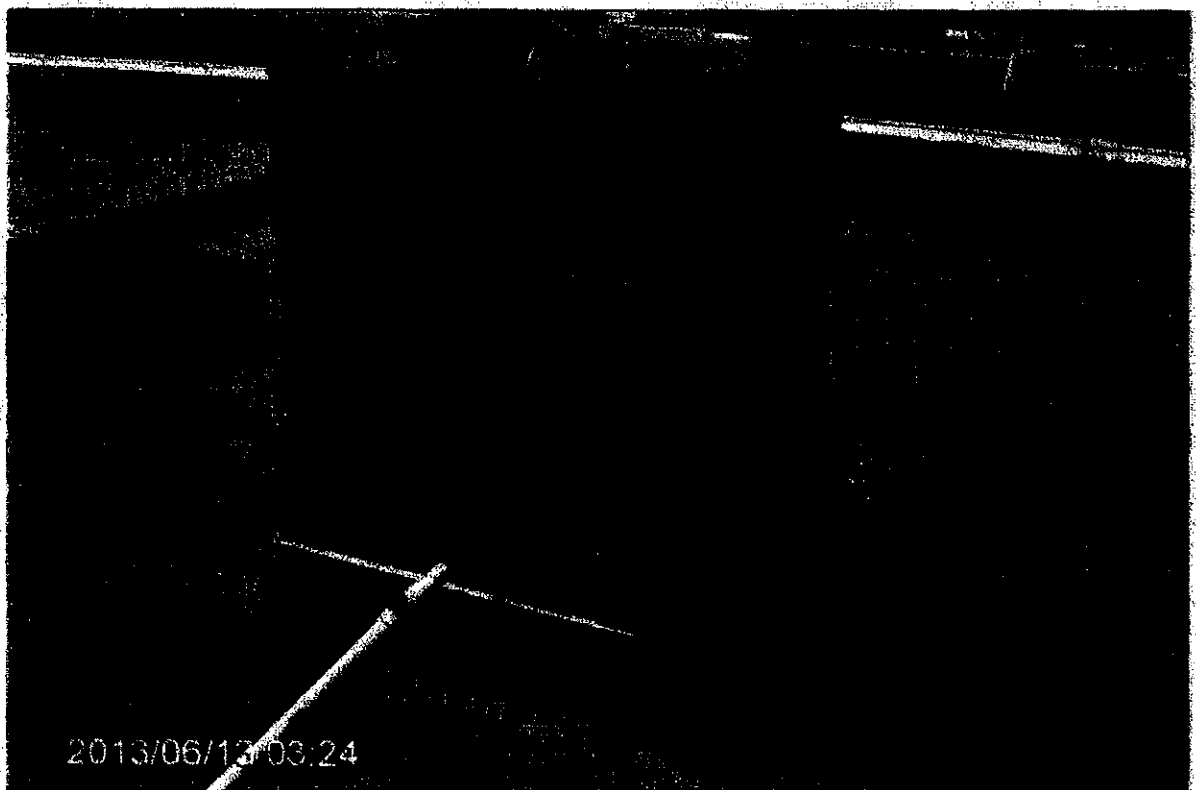
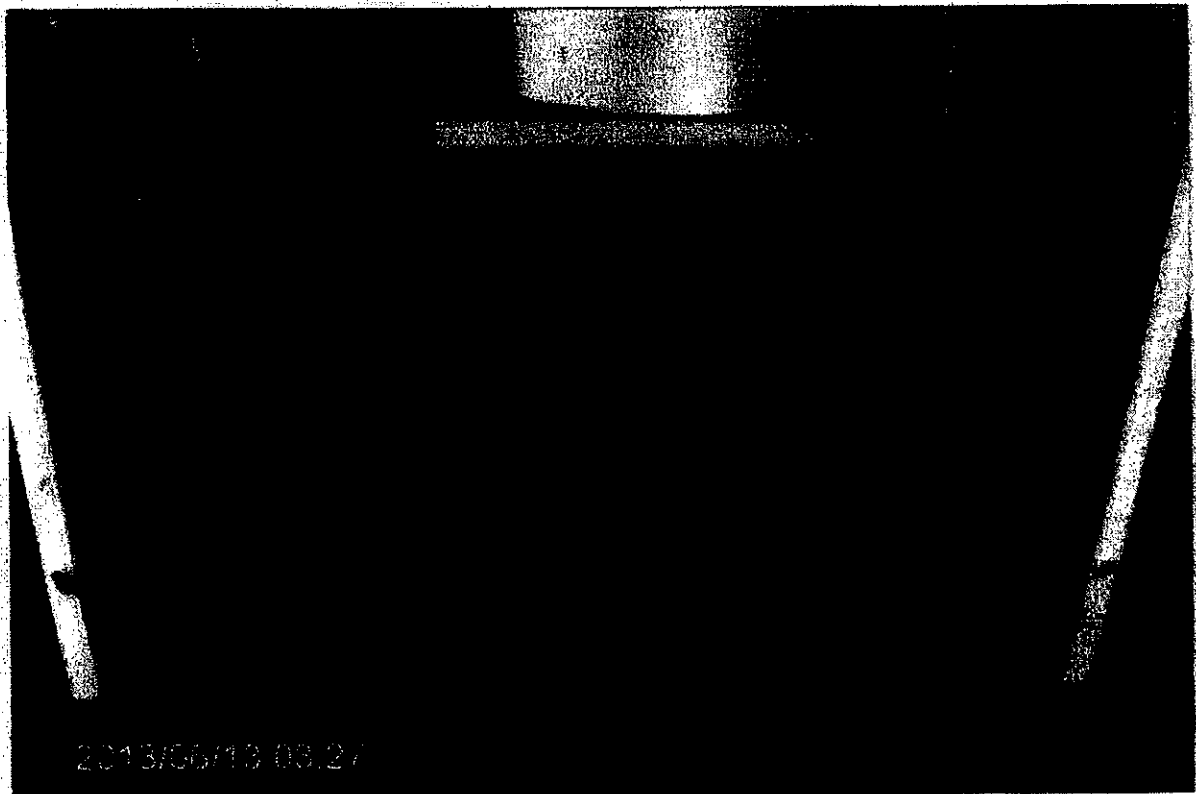
JOSEPH VAGNOZZI PIERCE-PHELPS



REPRESENTATIVE SEPTEMBER 2013



55



Carrier Corporation		50GL-024---321--		Carrier	
SHIPMENT NO. 1000		SHIPMENT NO. 1000		SHIPMENT NO. 1000	
DATE	1 208/230	1 60	13.5 61	5	2.3
TIME	1 208/230	1 60	13.5 61	5	2.3
LOCATION	1 208/230	1 60	13.5 61	5	2.3
STATUS	1 208/230	1 60	13.5 61	5	2.3
REMARKS	1 208/230 1 60 13.5 61 5 2.3				
DATE	1 208/230	1 60	13.5 61	5	2.3
TIME	1 208/230	1 60	13.5 61	5	2.3
LOCATION	1 208/230	1 60	13.5 61	5	2.3
STATUS	1 208/230	1 60	13.5 61	5	2.3
REMARKS	1 208/230 1 60 13.5 61 5 2.3				
DATE	1 208/230	1 60	13.5 61	5	2.3
TIME	1 208/230	1 60	13.5 61	5	2.3
LOCATION	1 208/230	1 60	13.5 61	5	2.3
STATUS	1 208/230	1 60	13.5 61	5	2.3
REMARKS	1 208/230 1 60 13.5 61 5 2.3				

2015/02/26 21:47

[illegible]

2015/02/26 21:47



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046

Summary for Dwelling

Line Item Total	1,611.24
Material Sales Tax	1.23
Cleaning Mtl Tax	11.38
	<hr/>
Subtotal	1,623.85
Cleaning Sales Tax	78.61
	<hr/>
Replacement Cost Value	\$1,702.46
Net Claim	\$1,702.46
	<hr/> <hr/>

Christina Lanza

DAVID_HATCHIGIAN

7/27/2015

A handwritten signature, possibly "SJB", enclosed in a circular stamp or seal.

Page: 3

Case ID: 150604314

**Elite Water Damage Restoration, Inc**

451 Veit Rd
 Huntingdon Valley PA 19006
 1-855-354-8383
 Tax ID 45-332-5046

DAVID_HATCHIGIAN**Main Level****Main Level**

DESCRIPTION	TOTAL
1. Emergency service call - during business hours	148.50
2. Equipment setup, take down, documentation, and monitoring (hourly charge)	211.52

Kitchen

DESCRIPTION	TOTAL
3. Tear off plaster	122.36
4. Tear out wet drywall, cleanup, bag for disposal	80.56
5. Tear out and bag wet insulation (Double layer - Fiberglass & Blown @76 sqft each)	109.44
6. Apply anti-microbial agent	17.48
7. Protect - Cover with plastic	30.00
8. Dehumidifier (per 24 hour period) - 1 for 3 days	379.68
9. Negative air fan/Air scrubber (24 hr period) - 1 for 3 days	268.98
10. Add for HEPA filter (for negative air exhaust fan)	229.58
11. Containment Barrier/Airlock/Decon. Chamber	13.14

Grand Total Areas:

336.00 SF Walls	110.00 SF Ceiling	446.00 SF Walls and Ceiling
110.00 SF Floor	12.22 SY Flooring	42.00 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	42.00 LF Ceil. Perimeter
110.00 Floor Area	124.44 Total Area	336.00 Interior Wall Area
402.00 Exterior Wall Area	44.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

DAVID_HATCHIGIAN

7/27/2015

Page: 2



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046

Insured: David Hatchigian
Property: 7512 Brentwood Rd
Philadelphia, PA 19151

Home: (610) 446-7257

Claim Rep.: Christina Lanza
Business: 451 Veit Rd
Huntingdon Valley, PA 19006

Business: (855) 354-8383

Estimator: Christina Lanza
Business: 451 Veit Rd
Huntingdon Valley, PA 19006

Business: (855) 354-8383

Claim Number: HXT4120

Policy Number: N/A

Type of Loss: Water Damage

Date Contacted: 7/10/2015

Date of Loss: 7/10/2015

Date Inspected: 7/10/2015

Date Received: 7/10/2015

Date Entered: 7/14/2015 1:19 PM

Price List: PAPH8X_JUN15
Restoration/Service/Remodel
Estimate: DAVID_HATCHIGIAN

All Of Our Technicians Are Certified, Licensed & Experienced To Handle Any Situation. Our Staff Is Background Verified, Fully Insured & Trained To Treat The Property With Respect Like Its Their Own. We Offer Over 15 Years Combined Experience & Expertise To Assist Our Clients With A Fast Emergency Response. We Are Available 24/7 To Provide Rapid Clean Up & Restoration Assistance In The Event Disaster Strikes.

CLAIMS:

All Of Our Invoices And Drying Logs Are In Compliance With All Insurance Regulations And Guidelines. Our work is guaranteed and Our #1 Goal is Customer Satisfaction.

60

12:36 P.M.

8/06/2015

Claim HXT 4120

David Hatchingian

7512 Brentwood Rd

Philadelphia PA 19151

Dear Mr. David Hatchingian

We regret to inform you that your insurance company unfortunately denied your claim. As a result of that they will not pay for our services rendered.

Per our contract with you, you remain personally responsible for payment for these rendered services as you are personally responsible and liable for any and all unpaid balances by your insurance company.

Your invoice is currently **past due**. Please make payment immediately and no longer then by **8/11/2015** for the amount of \$1,702.46 to prevent it going to collection. Please make checks payable to **Elite Water Damage Restoration inc.** for your convenience we accept all major credit cards and can also obtain payments over the phone.

Failure to pay by due date listed on this letter will be considered as nonpayment and breach of contract that will be subject to any and all collection effort such as but not limited to; litigation, collection agencies that might affect your credit, mechanical leans etc.

Your invoice is attached below.

If you have any questions or concerns please call our office

Regards,

Christina Lanza

Coordinator/Claims Rep

Email: elitewaterdamage@aol.com

Phone: 1-855-354-8383

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Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046

Insured: David Hatchigian
Property: 7512 Brentwood Rd
Philadelphia, PA 19151

Home: (610) 446-7257

Claim Rep.: Christina Lanza
Business: 451 Veit Rd
Huntingdon Valley, PA 19006

Business: (855) 354-8383

Estimator: Christina Lanza
Business: 451 Veit Rd
Huntingdon Valley, PA 19006

Business: (855) 354-8383

Claim Number: HXT4120

Policy Number: N/A

Type of Loss: Water Damage

Date Contacted: 7/10/2015

Date of Loss: 7/10/2015

Date Inspected: 7/10/2015

Date Received: 7/10/2015

Date Entered: 7/14/2015 1:19 PM

Price List: PAPH8X_JUN15
Restoration/Service/Remodel
Estimate: DAVID_HATCHIGIAN

All Of Our Technicians Are Certified, Licensed & Experienced To Handle Any Situation. Our Staff Is Background Verified, Fully Insured & Trained To Treat The Property With Respect Like Its Their Own. We Offer Over 15 Years Combined Experience & Expertise To Assist Our Clients With A Fast Emergency Response. We Are Available 24/7 To Provide Rapid Clean Up & Restoration Assistance In The Event Disaster Strikes.

CLAIMS:

All Of Our Invoices And Drying Logs Are In Compliance With All Insurance Regulations And Guidelines.
Our work is guaranteed and Our #1 Goal is Customer Satisfaction.

62



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



1

DSC01009

Date Taken: 7/5/2014

63



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



2

DSC01010

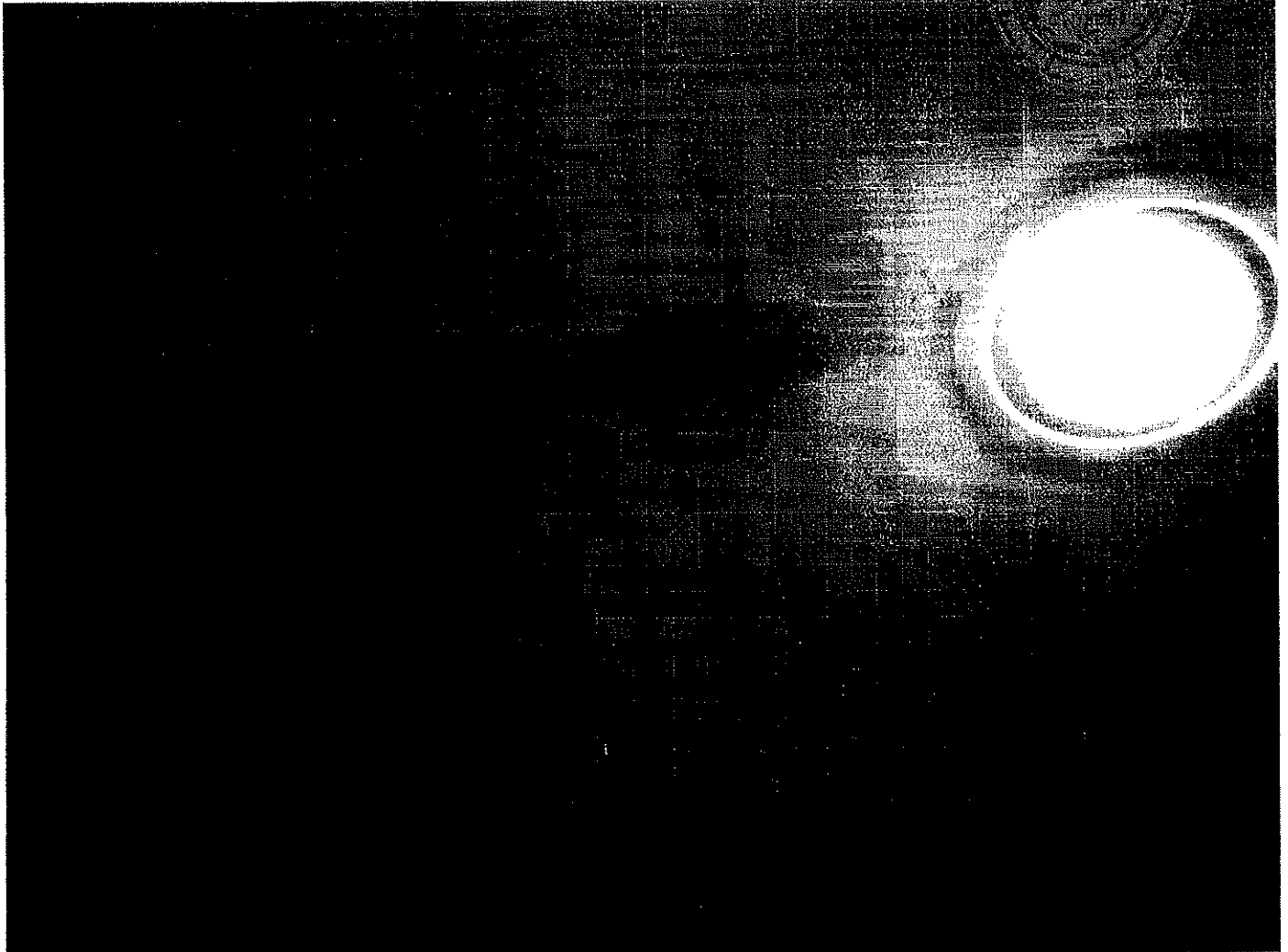
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64



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



3

DSC01012

Date Taken: 7/5/2014

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DAVID_HATCHIGIAN

9/15/2015

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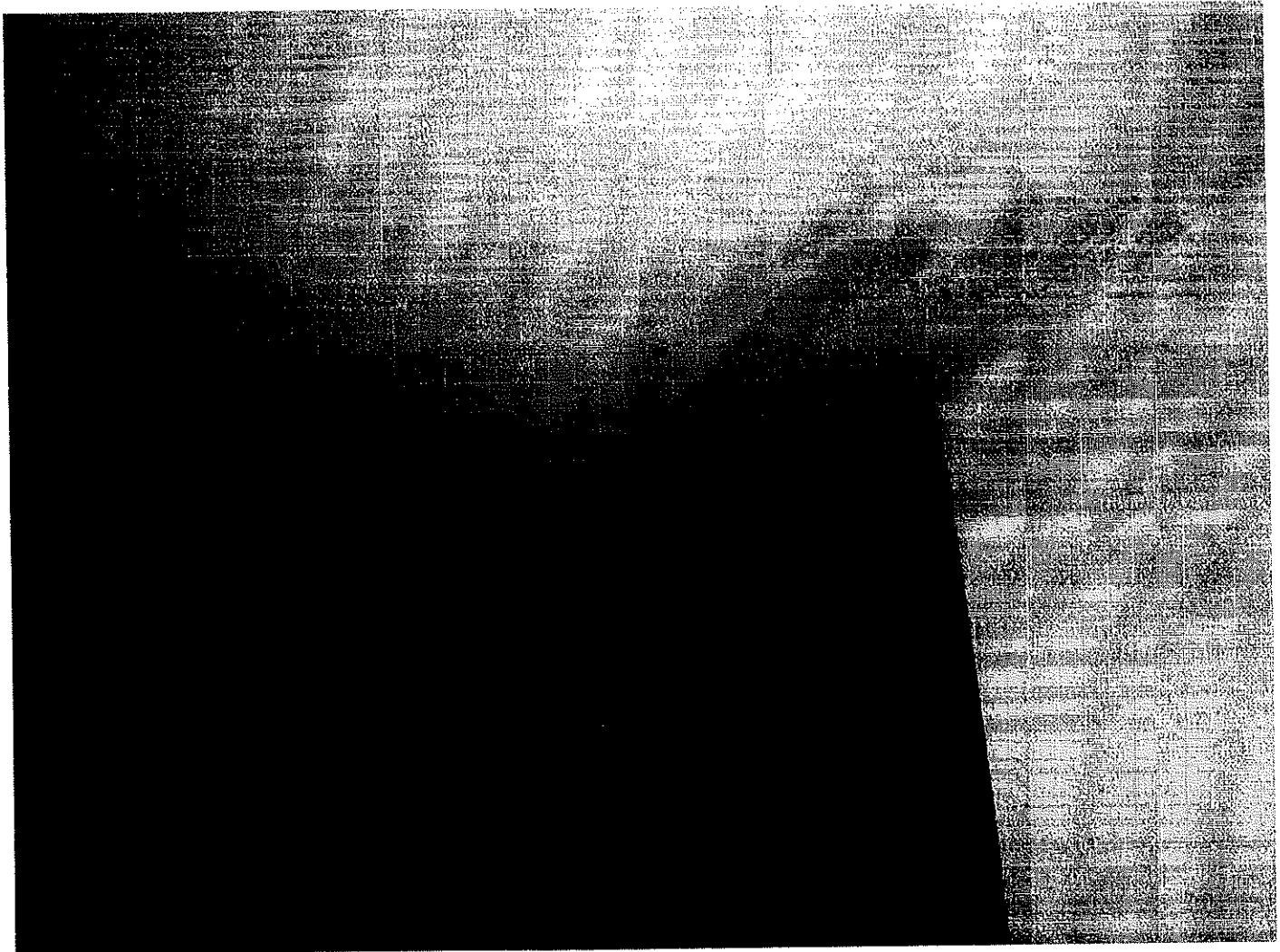
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Case ID: 150604314



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
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Tax ID 45-332-5046



4

DSC01013

Date Taken: 7/5/2014

(66)

DAVID_HATCHIGIAN

9/15/2015

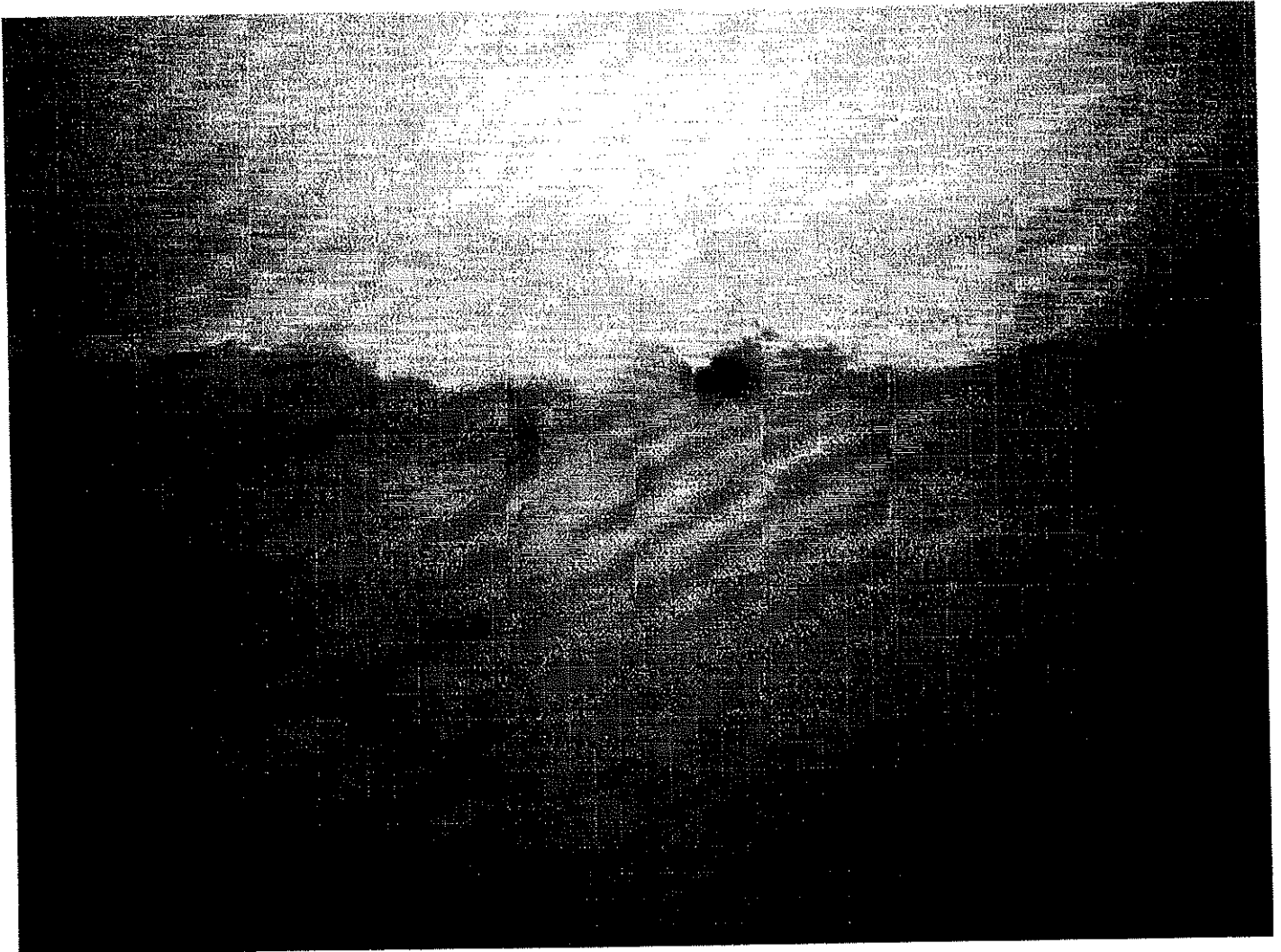
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Case ID: 150604314



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



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DSC01014

Date Taken: 7/5/2014

67

DAVID_HATCHIGIAN

9/15/2015

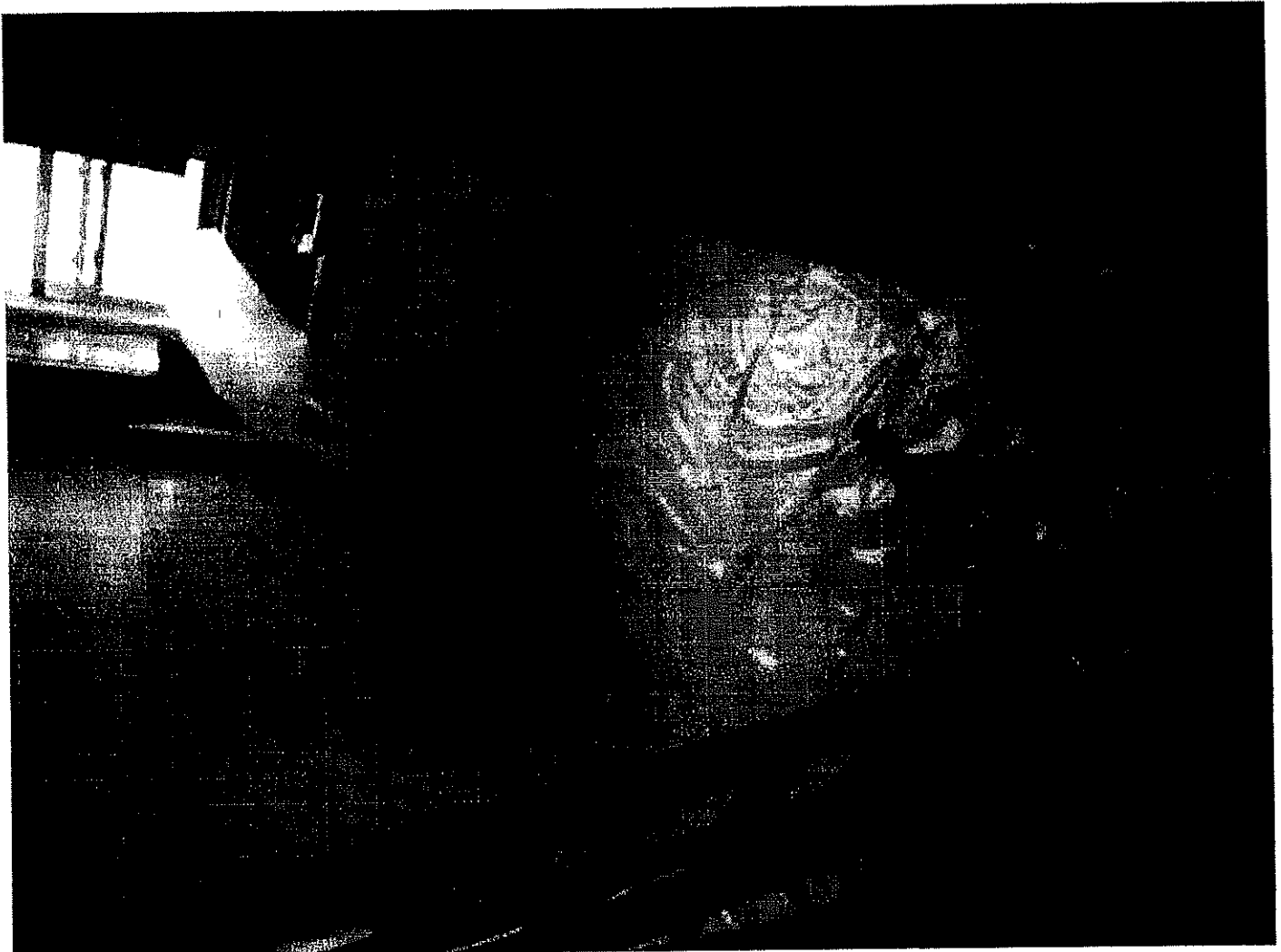
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Case ID: 150604314



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



6

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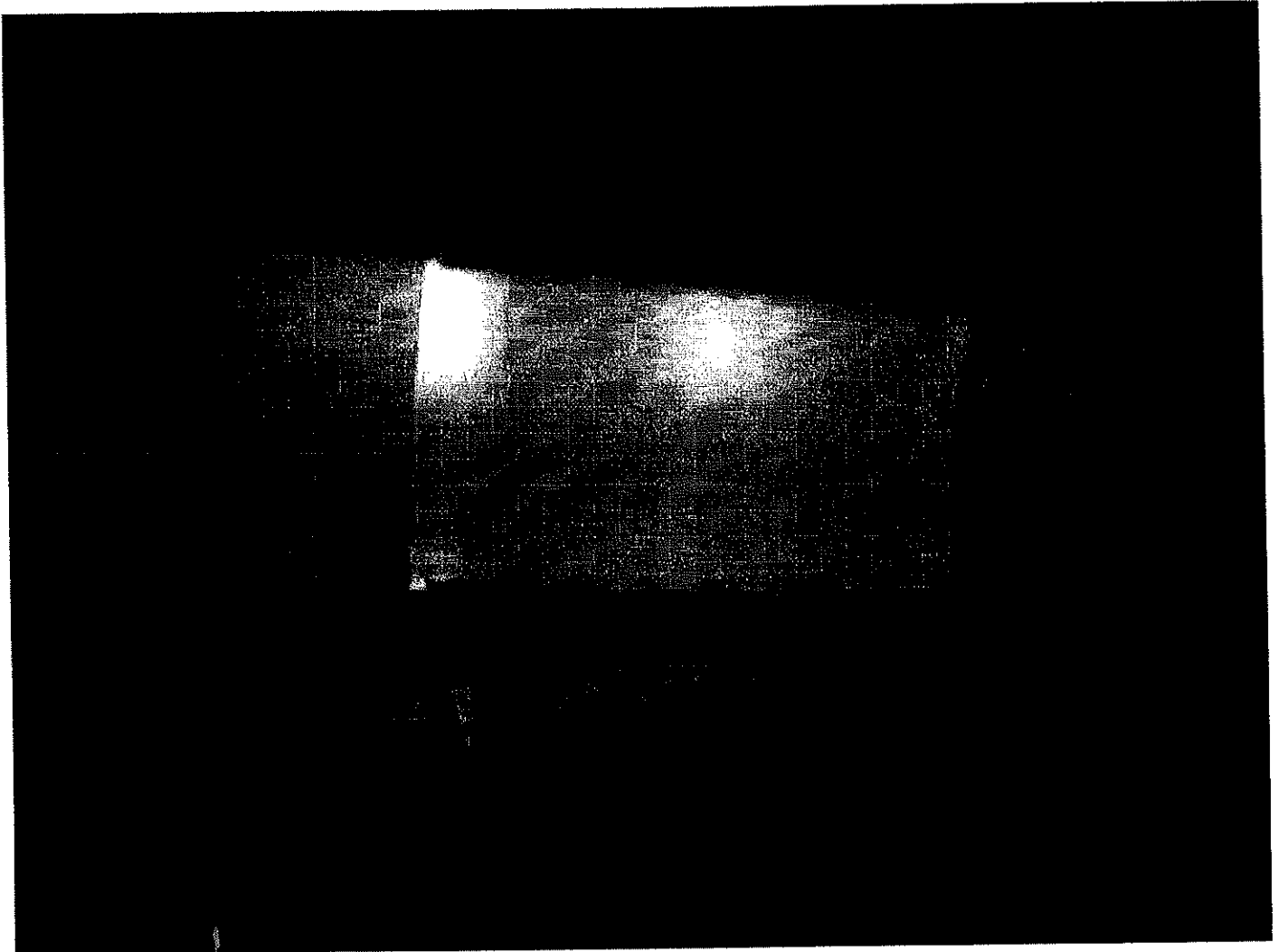
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Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
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Tax ID 45-332-5046



7

DSC01016

Date Taken: 7/5/2014

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DAVID_HATCHIGIAN

9/15/2015

Page: 8

Case ID: 150604314



Elite Water Damage Restoration, Inc

451 Veit Rd
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Tax ID 45-332-5046



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DSC01017

Date Taken: 7/5/2014

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DAVID_HATCHIGIAN

9/15/2015

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Case ID: 150604314

DD



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046

PROTHONOTARY
Filed and Attested by
PROTHONOTARY
2015 SEP 20 15:02:09 pm



9

DSC01018

Date Taken: 7/5/2014

2020 AUG 17 A 8:07

USDC-EDPA
FBI

DAVID_HATCHIGIAN

9/15/2015

Page: 10

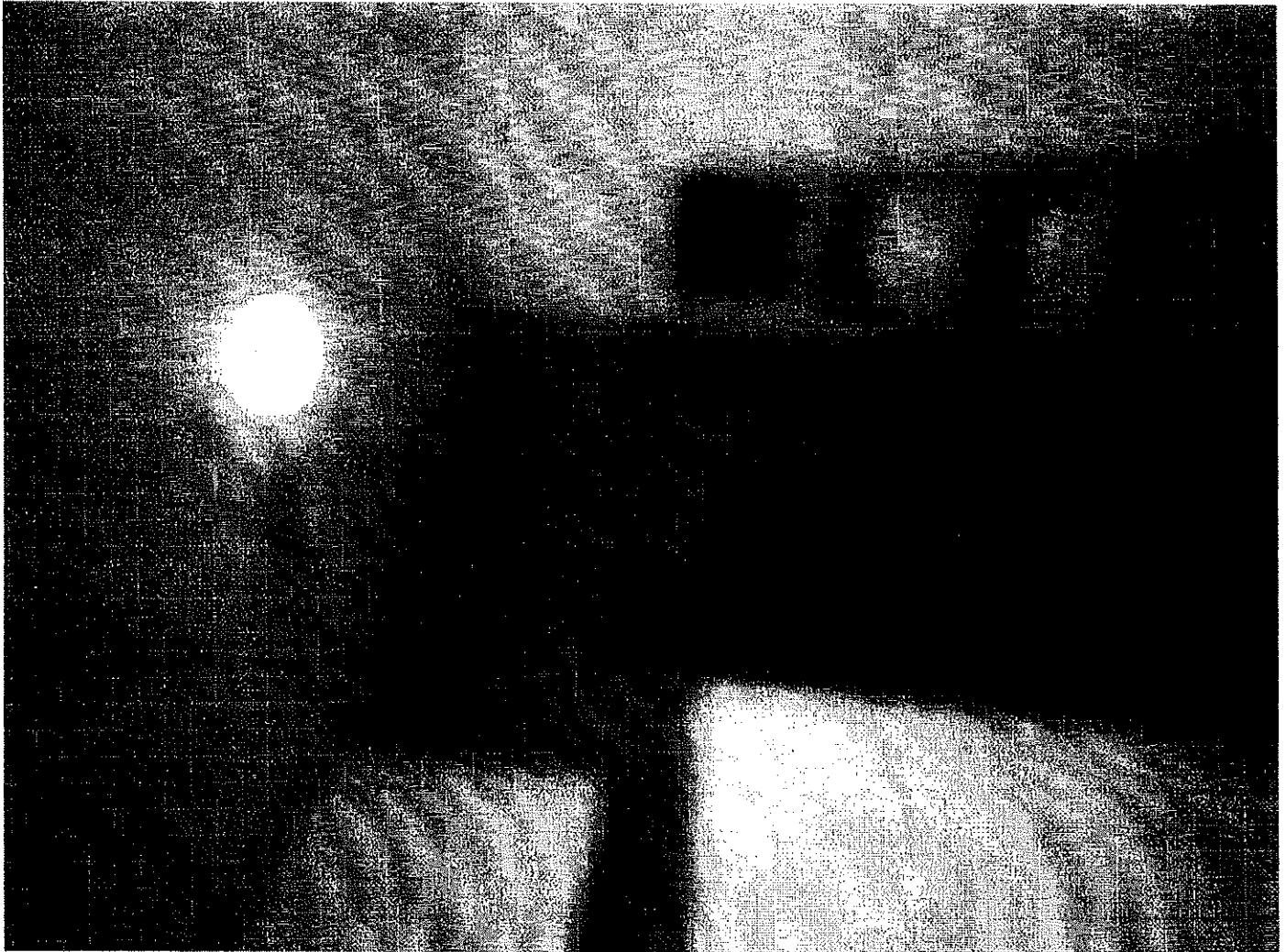
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Case ID: 150604314



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



10 DSC01019

Date Taken: 7/5/2014

DAVID_HATCHIGIAN

9/15/2015

Page: 11

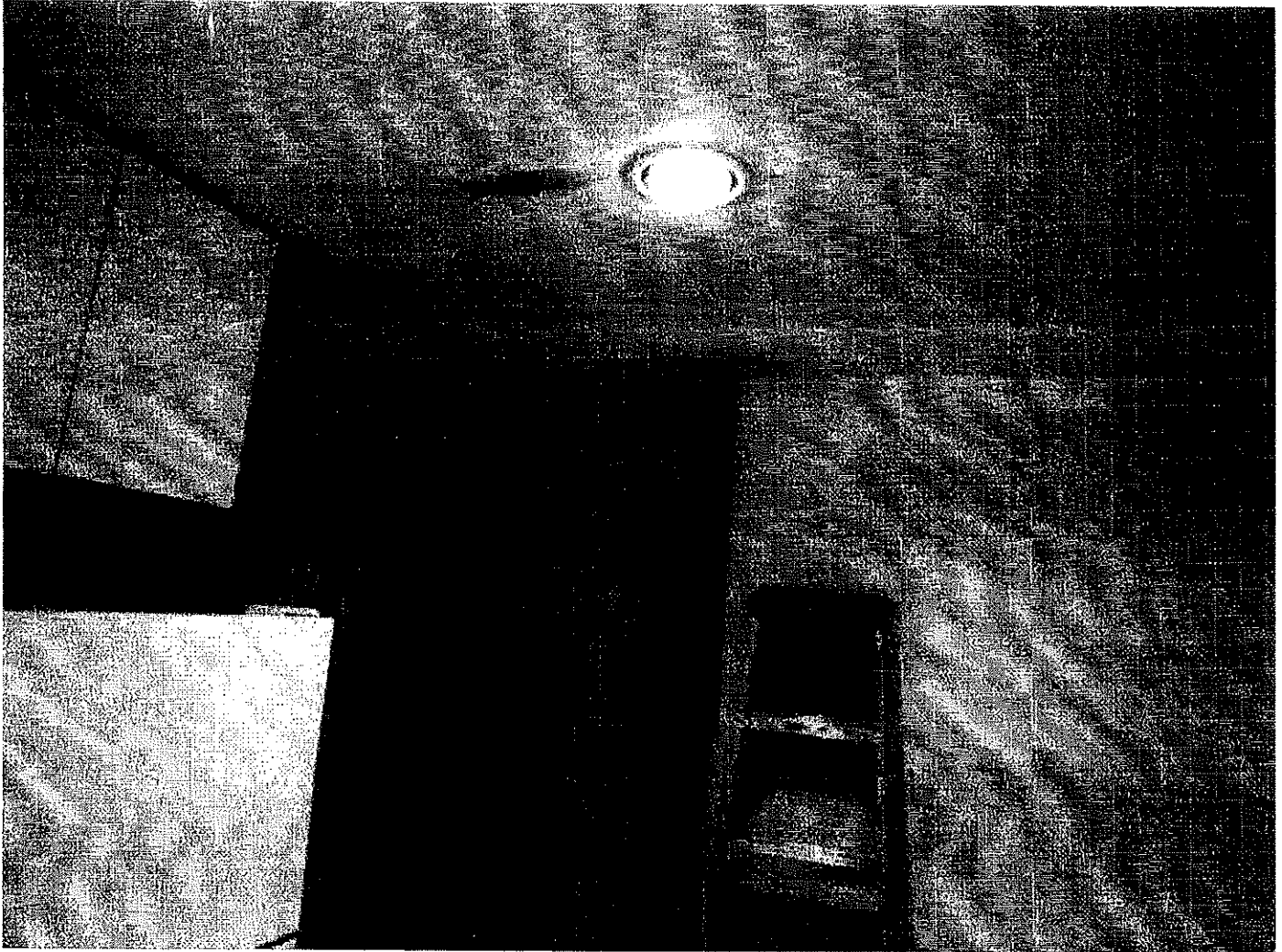
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Case ID: 150604314



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
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Tax ID 45-332-5046



11 DSC01020

Date Taken: 7/5/2014

73



Elite Water Damage Restoration, Inc

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Tax ID 45-332-5046



12 DSC01021

Date Taken: 7/5/2014

DAVID_HATCHIGIAN

9/15/2015

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(74)

Case ID: 150604314



Elite Water Damage Restoration, Inc

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13 DSC01022

Date Taken: 7/5/2014

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DAVID_HATCHIGIAN

9/15/2015

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Case ID: 150604314



Elite Water Damage Restoration, Inc

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Tax ID 45-332-5046



14 DSC01023

Date Taken: 7/5/2014

76

DAVID_HATCHIGIAN

9/15/2015

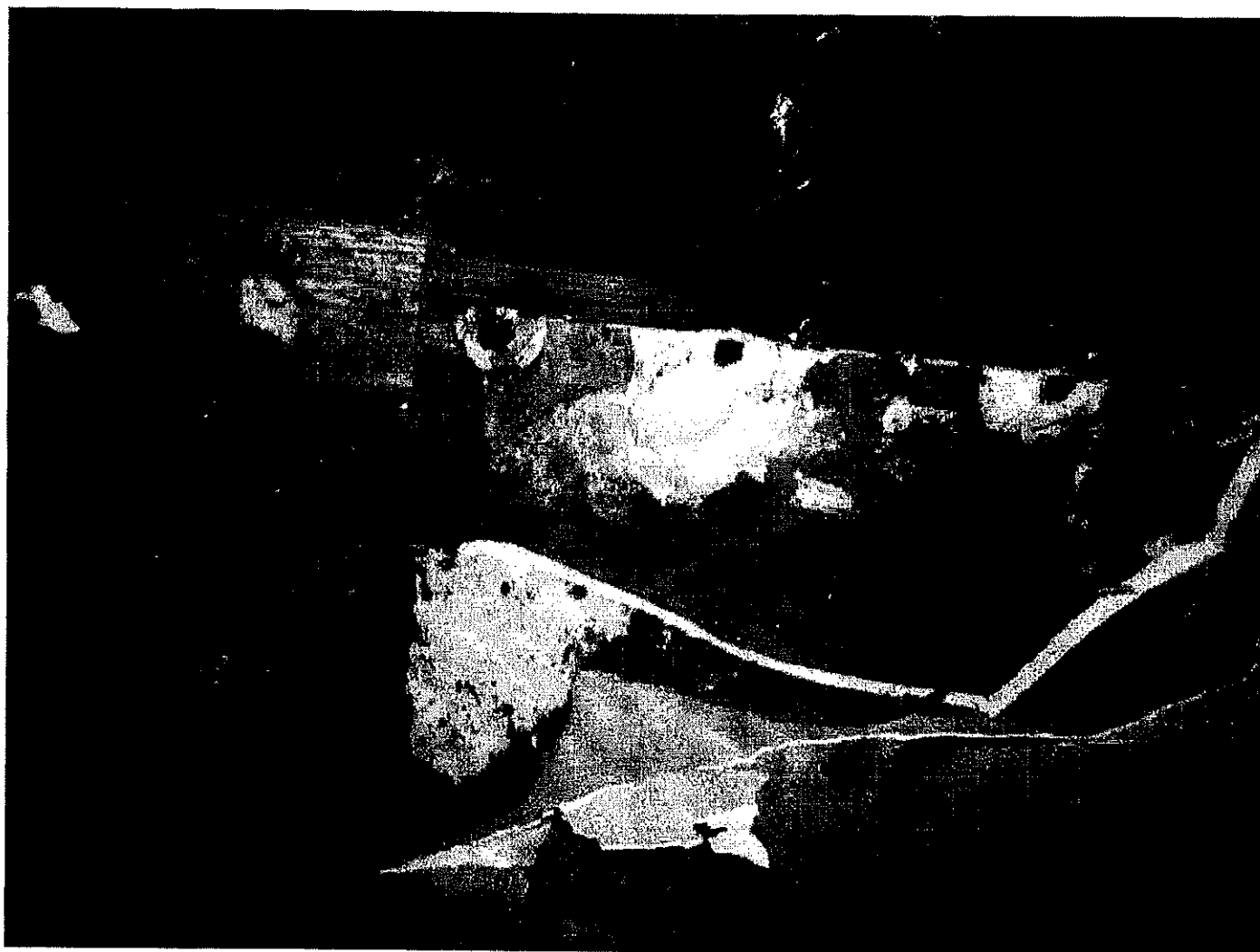
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Case ID: 150604314



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
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Tax ID 45-332-5046



15 DSC01024

Date Taken: 7/5/2014

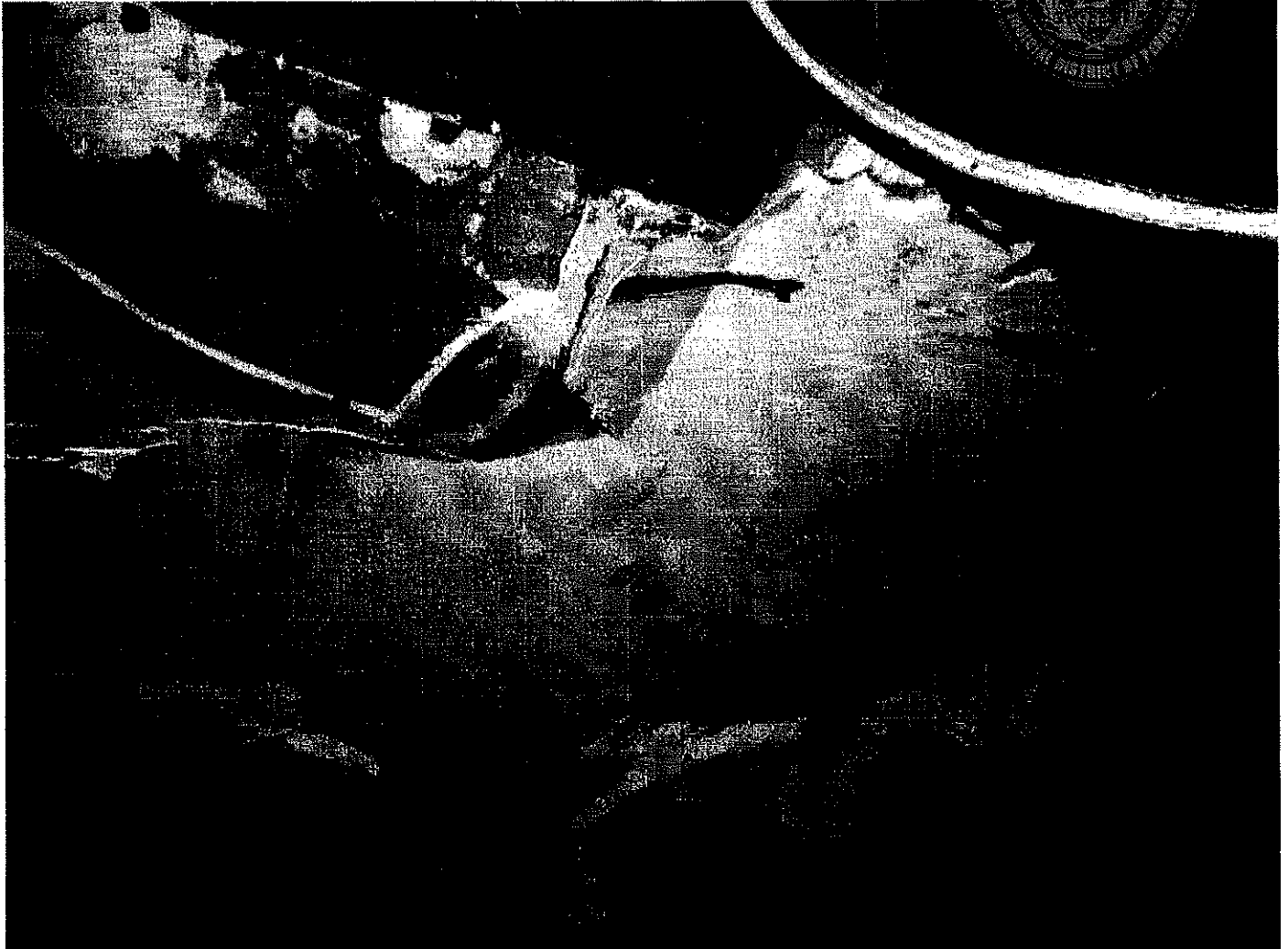
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BB,



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
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Tax ID 45-332-5046



16

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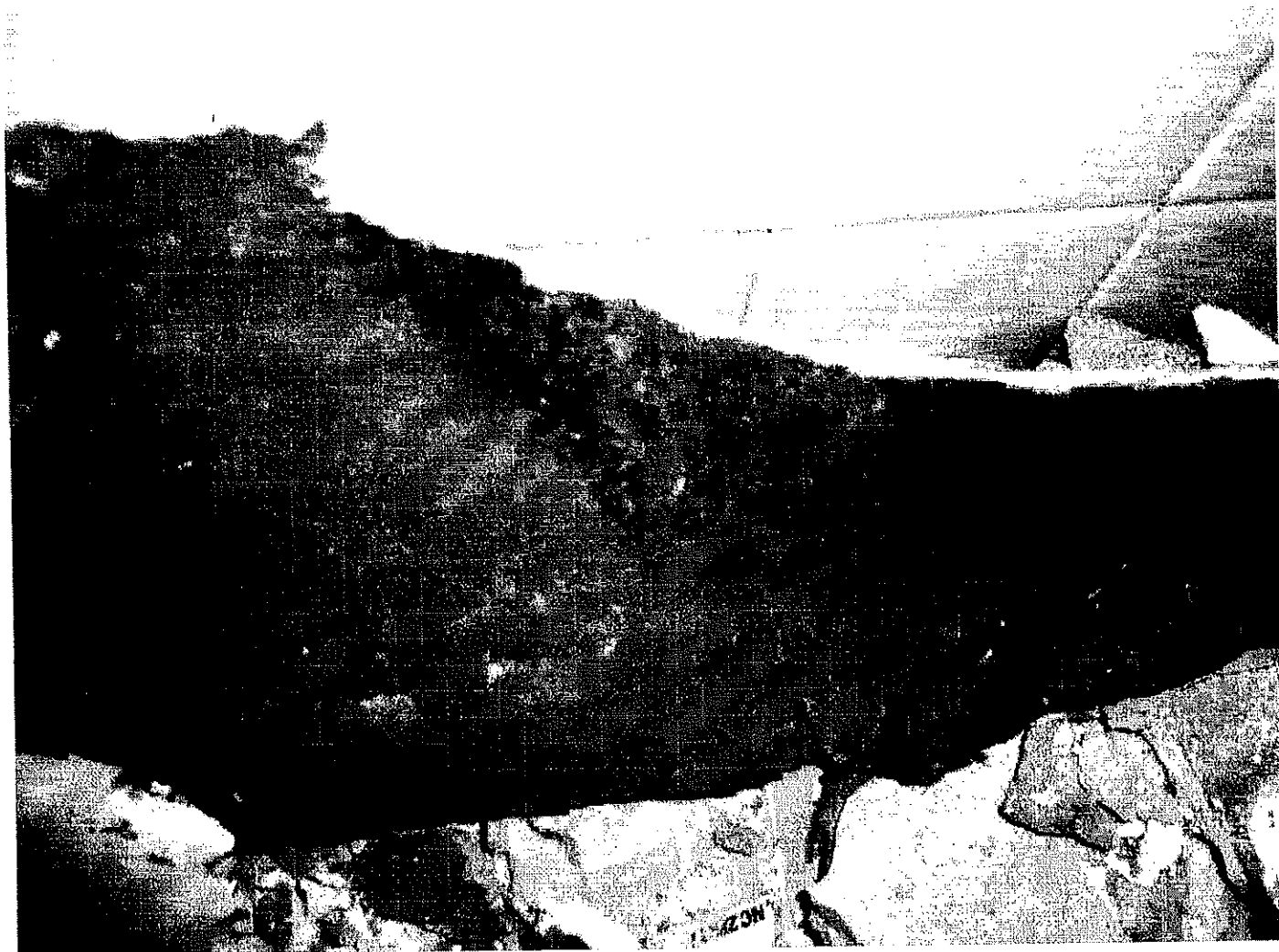
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78



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
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Tax ID 45-332-5046



17

DSC01026

Date Taken: 7/5/2014

79



Elite Water Damage Restoration, Inc

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Huntingdon Valley PA 19006
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Tax ID 45-332-5046



18 DSC01027

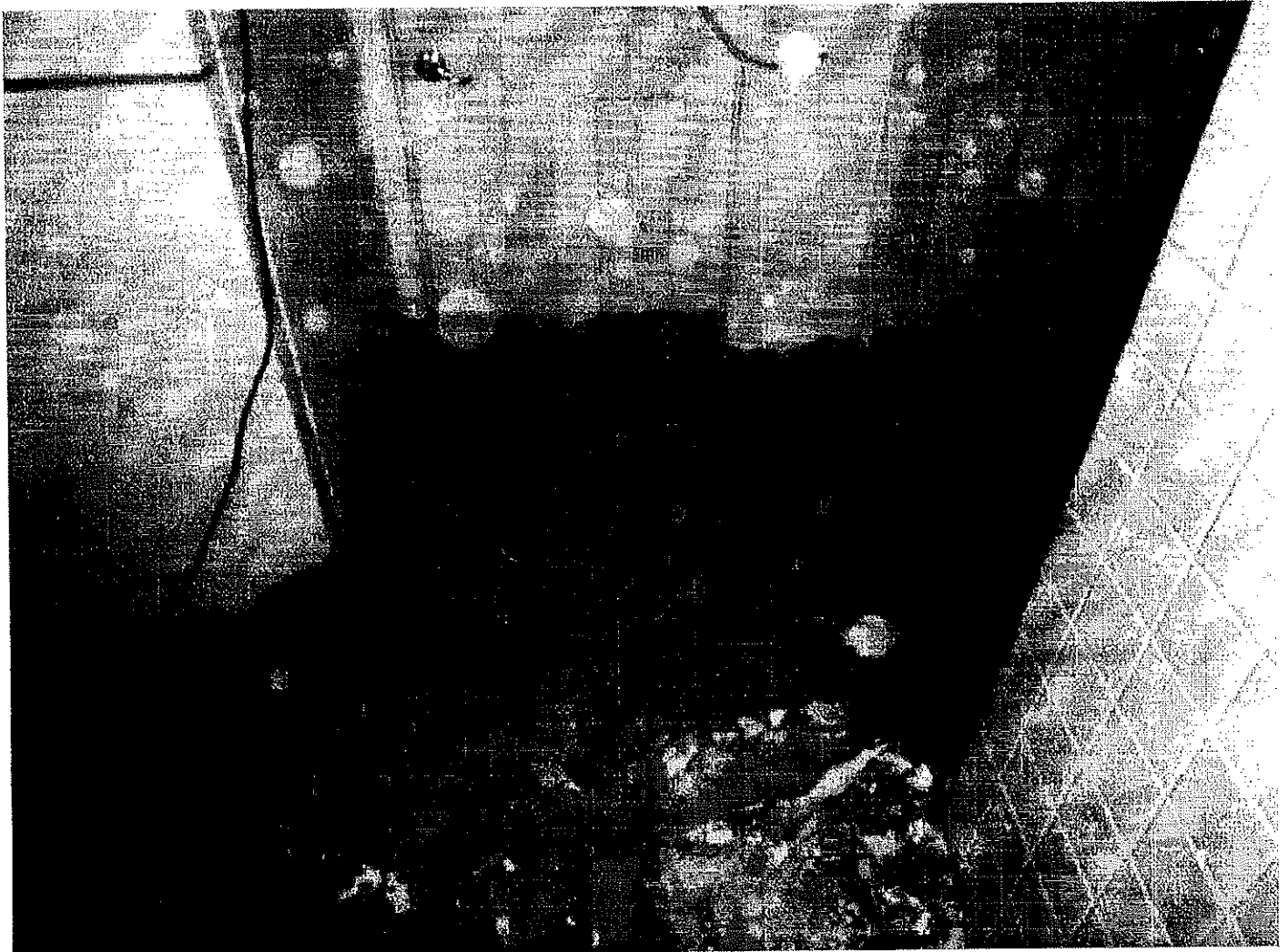
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Elite Water Damage Restoration, Inc

451 Veit Rd
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Tax ID 45-332-5046



19

DSC01028

Date Taken: 7/5/2014

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DAVID_HATCHIGIAN

9/15/2015

Page: 20

Case ID: 150604314



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



20 DSC01029

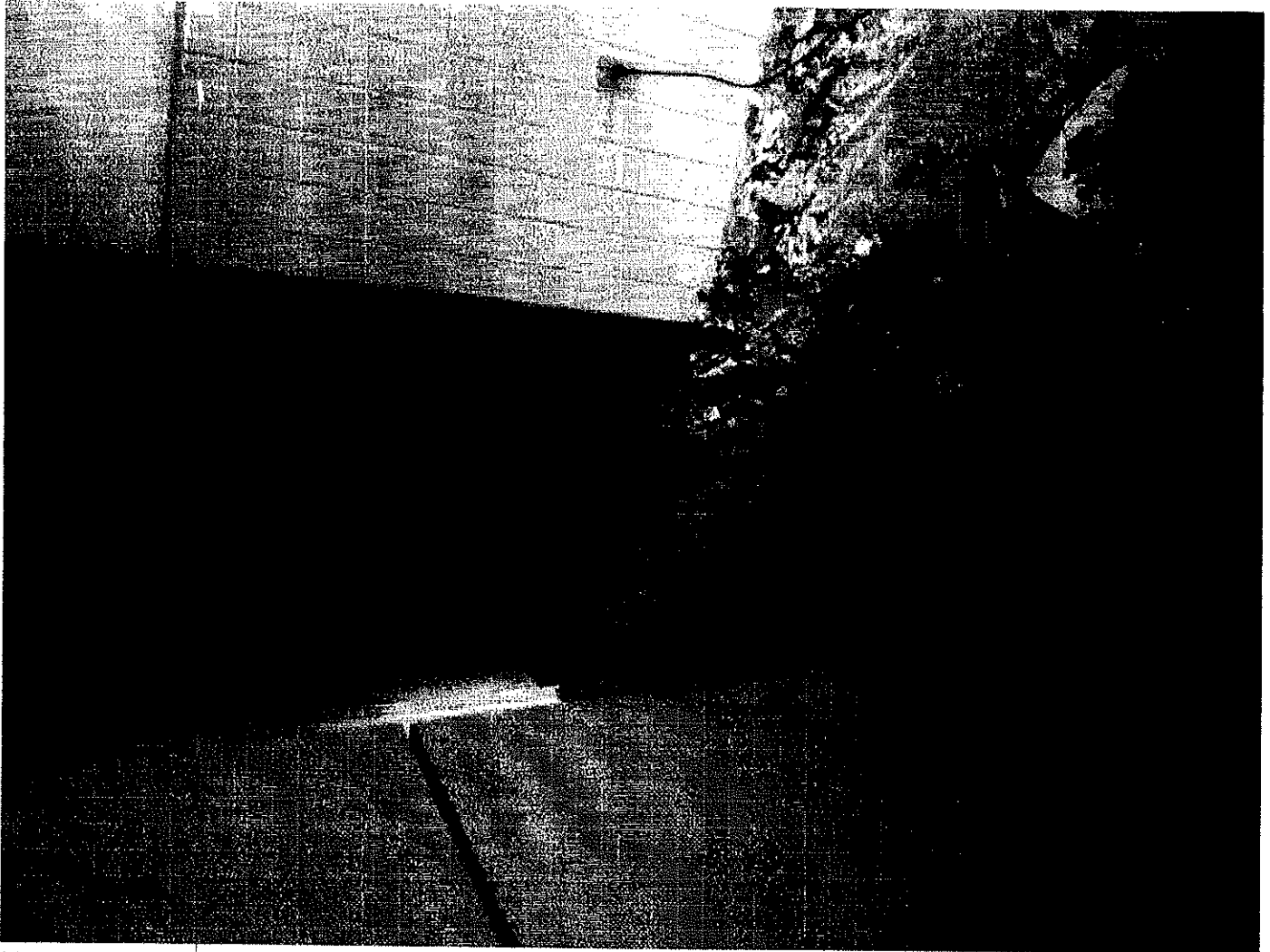
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82



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



21 DSC01030

Date Taken: 7/5/2014

83

DAVID_HATCHIGIAN

9/15/2015

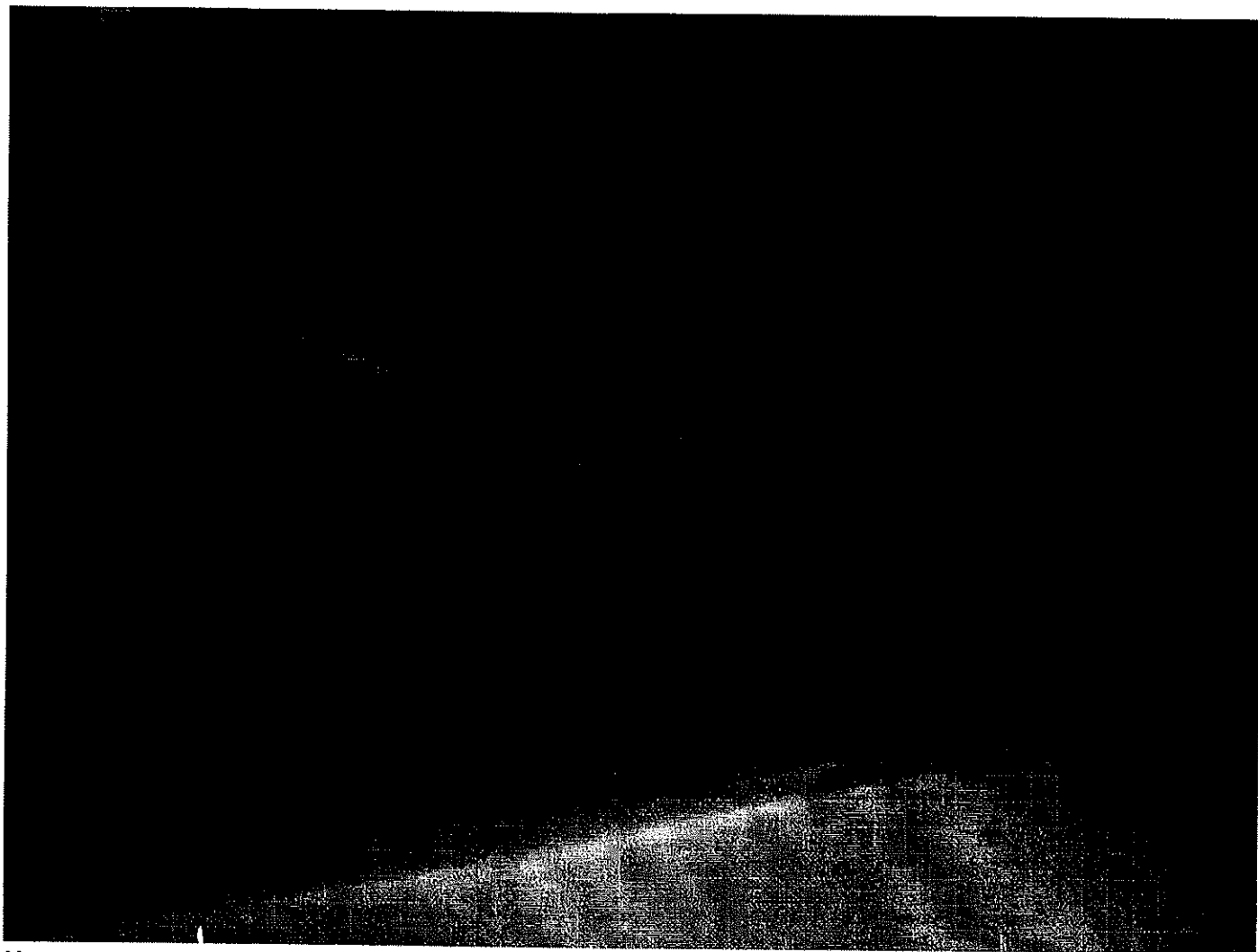
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Case ID: 150604314



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



22 DSC01031

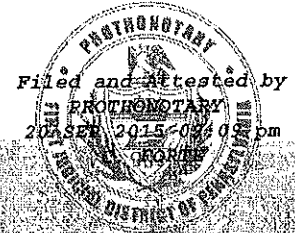
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84



Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



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DSC01032

Date Taken: 7/5/2014

2020 AUG 17 A 8:08

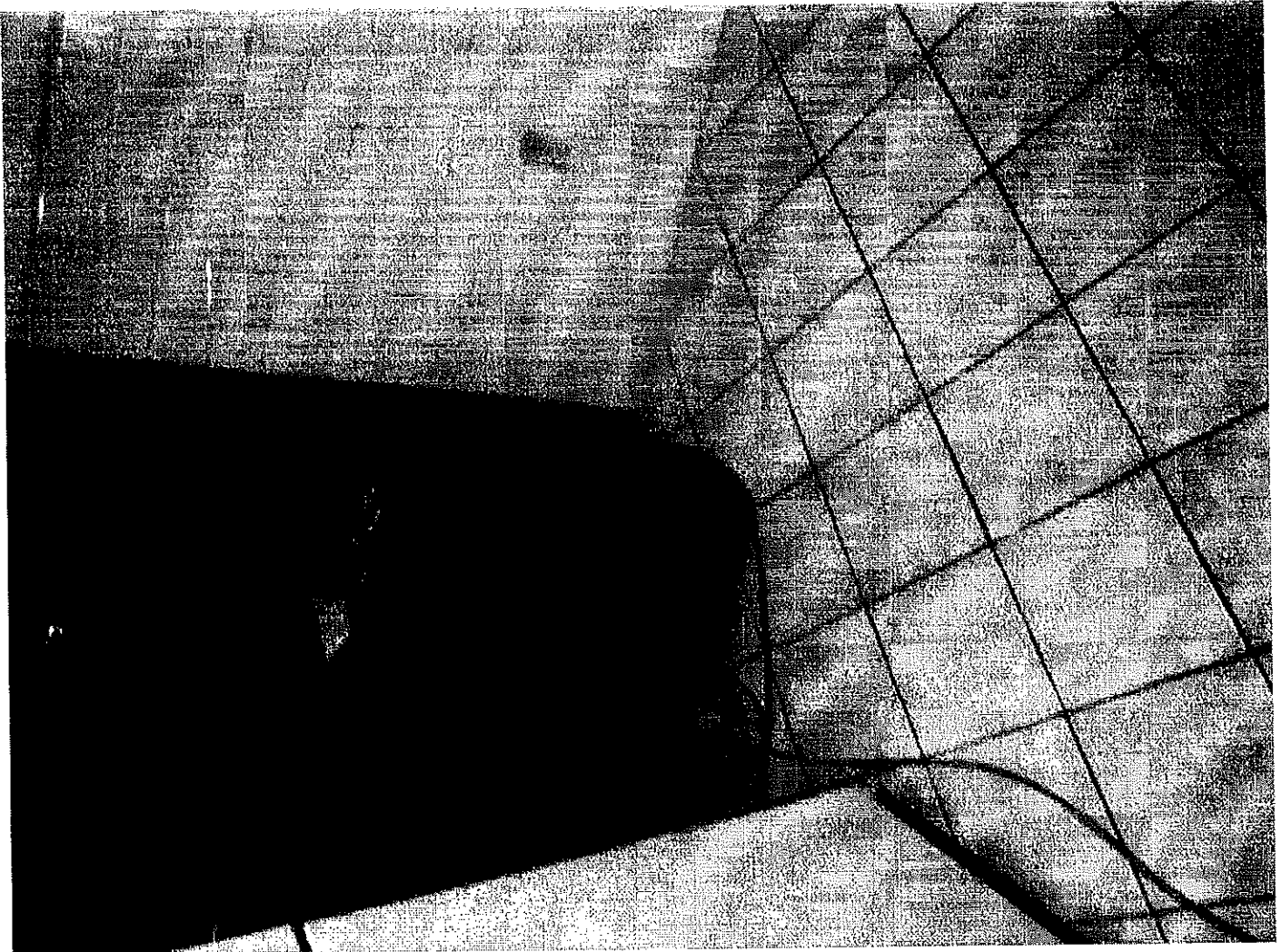
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Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



24 DSC01033

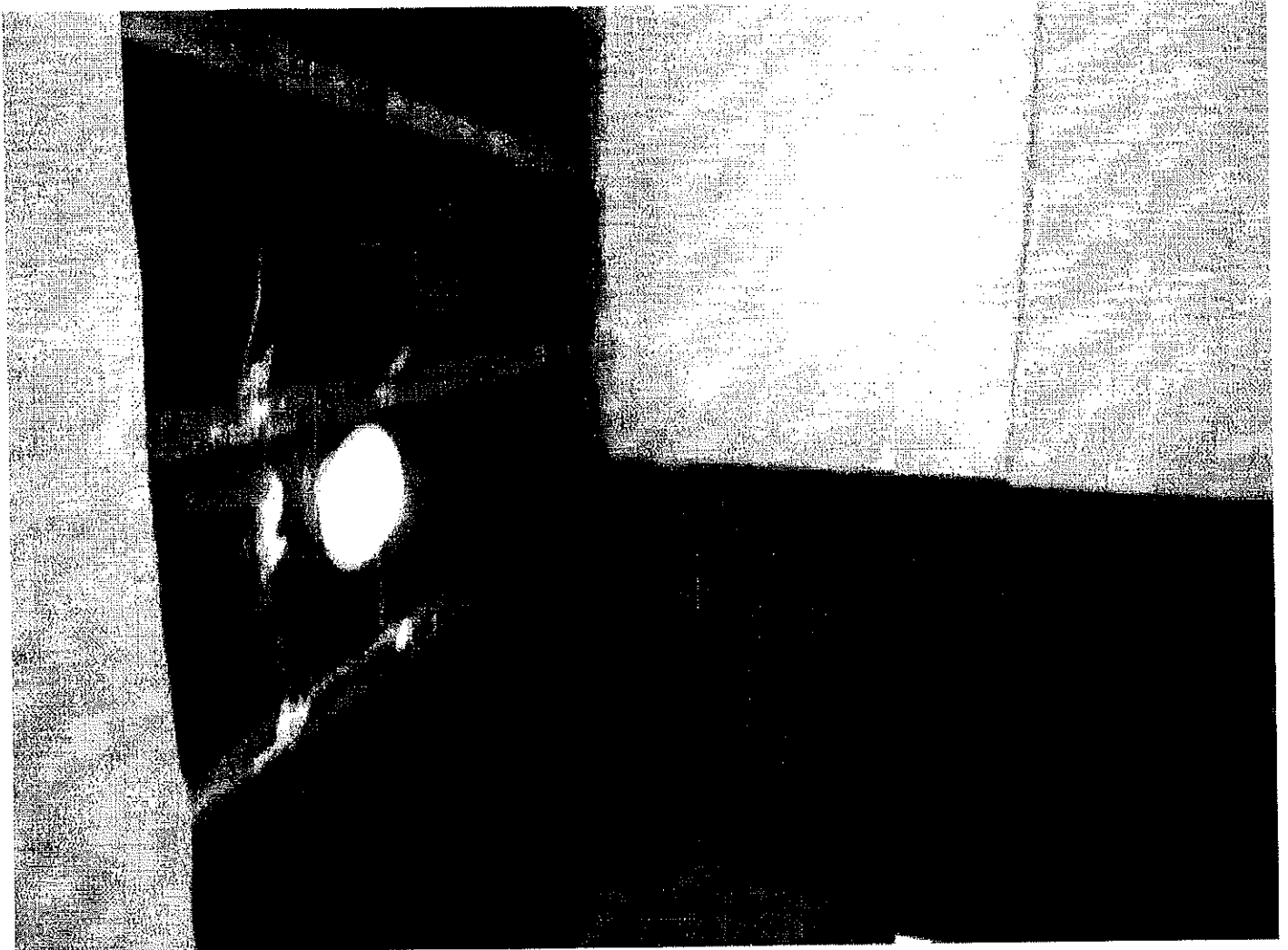
Date Taken: 7/5/2014

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Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



25 DSC01034

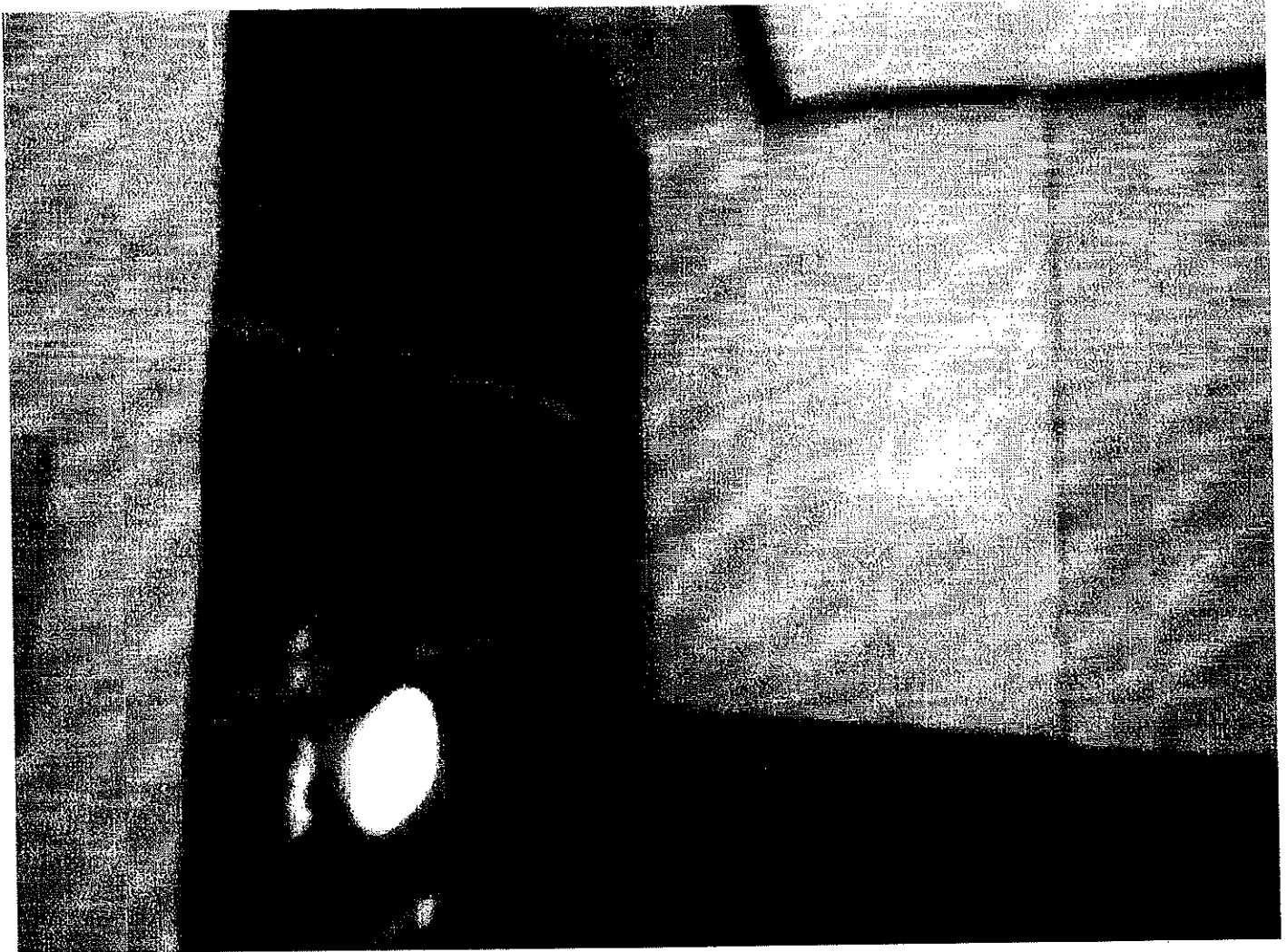
Date Taken: 7/5/2014

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Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



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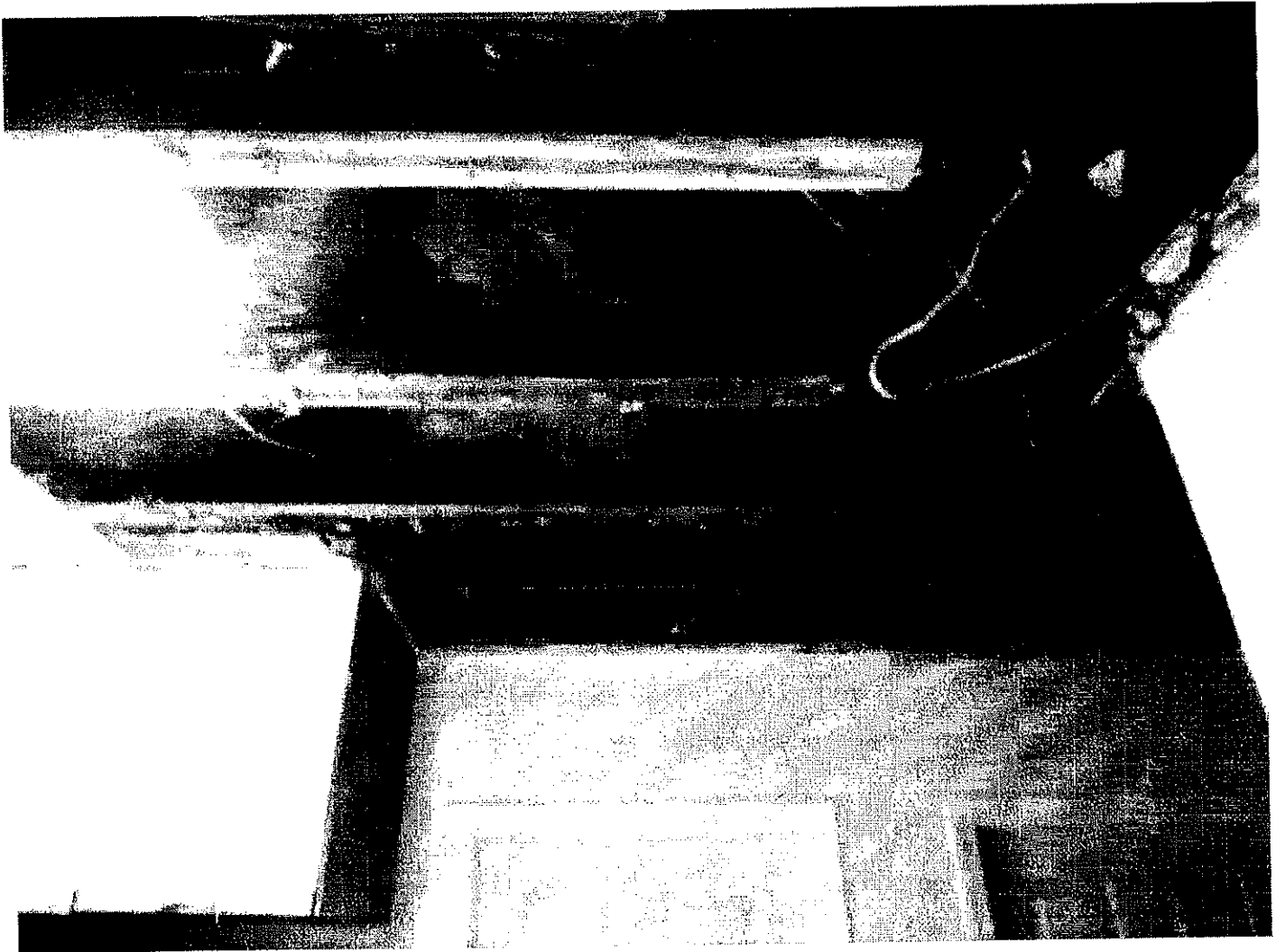
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Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



27 DSC01036

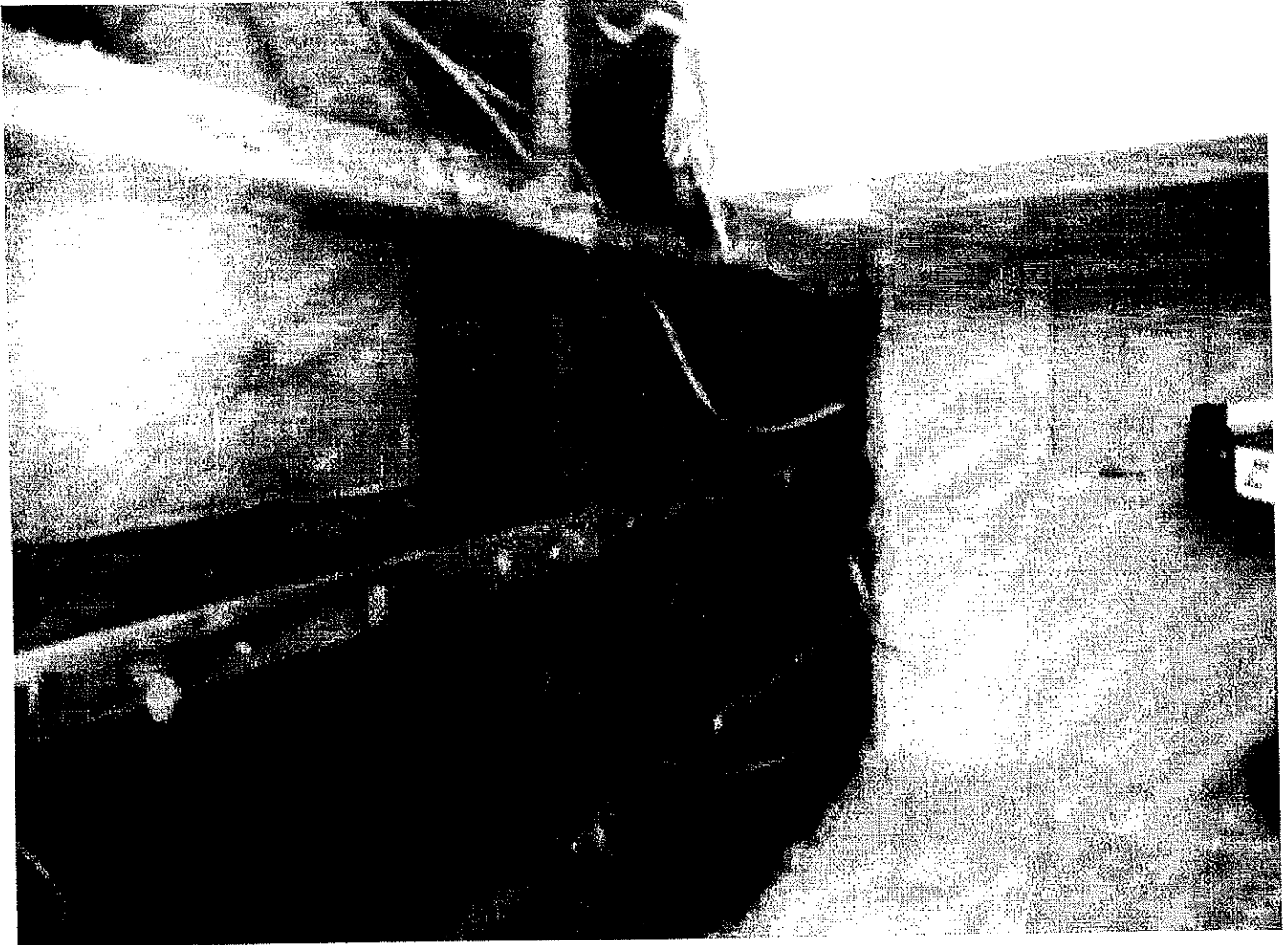
Date Taken: 7/5/2014

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Elite Water Damage Restoration, Inc

451 Veit Rd
Huntingdon Valley PA 19006
1-855-354-8383
Tax ID 45-332-5046



28

DSC01037

Date Taken: 7/5/2014

90

HAMILTON
SPEED - INVOICE

NO. 1440/5

REORDER FROM REGENT STANDARD FORMS, INC., INTERSTATE INDUSTRIAL PARK, BELLMAWR, N.J. 08030

INVOICE

DAVID HATCHIGIAN

SEPTEMBER 5, 2018

7512 BRENTWOOD ROAD
7516

INVOICE DATE
OUR ORDER NO.
YOUR ORDER NO.
TERMS
SALESMAN
SHIPPED VIA

SHIPPED TO

PPD. OR COL.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
7512	MEASURED CUT, INSTALLED 4X8X5/8 DR WALL IN 2ND FLOOR APARTMENT KITCHEN CEILING, TAPE AND SPACKLED.	4 HR	\$100-
7516	SANDED LITTLE BED RM LARGE CASH.	4 HR	\$100 - \$200-

91

Invoice

STATE ROAD BUILDERS SUPPLY CO. INC.1840 SOUTH STATE ROAD
UPPER DARBY, PA 19082-5418610-259-8840
FAX 610-259-9801

www.stateroadsupply.com

S
H
T
I
O
P

CASH SALE

**NET DUE 30 DAYS
AFTER RECEIPT OF MATERIALS.**S
O
T
L
O
D

CASH SALES

TERMS	ORDER NO.	P.O. NUMBER	CUSTOMER NUMBER	SHIPPING DATE	INVOICE DATE	INVOICE NO.
CASH	616078		00001	08/22/15	08/22/15	700091
PRODUCT NO.	QUANTITY	DESCRIPTION	PRICE	UNITS	DISCOUNT	NET
016008	2 PC	SHEETROCK 4X8X5/8" FS MOLD DEFENS LAFARGE-MD2			13.22	26.44
Tendered:		08/22/15	\$28.03	(VISA #047510)		

IMPORTANT - PLEASE READ CAREFULLY

1. Not responsible for damage when asked to drive beyond curb line.
2. Towing and/or damage to truck will be at customer's expense when caused by customer's request to maneuver truck into precarious position.
3. No claims for shortage, returns and/or breakage will be allowed if not noted on State Road Builders Supply's copy of delivery ticket.

X _____

Sub-Total	26.44
Sales Tax 6.000%	1.59
Shipping Charge	
Total	28.03
Deposits	
Tendered	28.03-
Amount Due	0.00

92

LIME

SAND

CEMENT

PLASTER

SHEETROCK

METAL STUDS

08/22/15 09:51:13 104 DS

Customer / Yard Copy

Case ID: 150604314



LOVE'S HOME CENTERS, LLC
116 WEST TOWNSHIP LINE RD.
HAVERTOWN, PA 19083 (610) 536-6168

- SALE -

SALES#: S3169BL1 1879614 TRANS#: 2753675 09-08-15

299320 QUICK-SET LITE 90 MIN 18 11.00
11.58 DISCOUNT EACH -0.58
107204 LCC SYSTEM USE ONLY 0.00 N

SUBTOTAL: 11.00

TAX: 0.66

INVOICE 02771 TOTAL: 11.66

LCC: 11.66

TOTAL DISCOUNT: 0.58

LCC:XXXXXXXXXX0392 AMOUNT:11.66 AUTHCD:000301

SWIPED REFID:753682316902 09/08/15 19:08:02

STORE: 3169 TERMINAL: 02 09/08/15 19:08:02

* OF ITEMS PURCHASED: 1

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOVE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: DANIEL CRAMER

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.



LOVE'S HOME CENTERS, LLC
116 WEST TOWNSHIP LINE RD.
HAVERTOWN, PA 19083 (610) 536-6168

- SALE -

SALES#: S3169BL1 1879614 TRANS#: 2753675 09-08-15

299320 QUICK-SET LITE 90 MIN 18 11.00
11.58 DISCOUNT EACH -0.58
107204 LCC SYSTEM USE ONLY 0.00 N

SUBTOTAL: 11.00

TAX: 0.66

INVOICE 02771 TOTAL: 11.66

LCC: 11.66

TOTAL DISCOUNT: 0.58

LCC:XXXXXXXXXX0392 AMOUNT:11.66 AUTHCD:000301

SWIPED REFID:753682316902 09/08/15 19:08:02

STORE: 3169 TERMINAL: 02 09/08/15 19:08:02

* OF ITEMS PURCHASED: 1

* YOUR OPINIONS COUNT! *

* REGISTER FOR A CHANCE TO WIN A *

* \$5,000 LOWE'S GIFT CARD! *

* REGISTRESE PARA TENER LA OPORTUNIDAD DE GANAR UNA *

* TARJETA DE REGALO DE LOWE'S DE \$5000! *

* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *

* WITHIN ONE WEEK AT: www.lowes.com/survey *

* Y O U R I D # 02771 3169 251 *

* NO PURCHASE NECESSARY TO ENTER OR WIN. *

* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *

* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 3169 TERMINAL: 02 09/08/15 19:08:02

93

locations/

Case ID: 150604314



LOWE'S HOME CENTERS, LLC
116 WEST TOWNSHIP LINE RD.
HAVERTOWN, PA 19089 (610) 536-6168

- SALE -

SALES#: S3169KH1 188337 TRANS#: 88230012 09-02-15

299320 QUICK-SET LITE 90 MIN 18	11.00
11.58 DISCOUNT EACH	-0.58
654980 R30 FCD 16-IN X 48-IN BAT	50.16
52.80 DISCOUNT EACH	-2.64
107204 LCC SYSTEM USE ONLY	0.00 N

SUBTOTAL: 61.16

TAX: 3.67

INVOICE 01061 TOTAL: 64.83

LCC: 64.83

TOTAL DISCOUNT: 3.22

LCC:XXXXXXXXXX0392 AMOUNT:64.83 AUTHCD:000348

SWIPE REFID:230015316901 09/02/15 17:40:15

[Signature]
STORE: 3169 TERMINAL: 01 09/02/15 17:40:15

OF ITEMS PURCHASED: 2

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.

STORE MANAGER: DANIEL CRAMER

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.



LOWE'S HOME CENTERS, LLC
116 WEST TOWNSHIP LINE RD.
HAVERTOWN, PA 19083 (610) 536-6168

- SALE -

SALES#: S3169KH1 188337 TRANS#: 88230012 09-02-15

299320 QUICK-SET LITE 90 MIN 18	11.00
11.58 DISCOUNT EACH	-0.58
654980 R30 FCD 16-IN X 48-IN BAT	50.16
52.80 DISCOUNT EACH	-2.64
107204 LCC SYSTEM USE ONLY	0.00 N

SUBTOTAL: 61.16

TAX: 3.67

INVOICE 01061 TOTAL: 64.83

LCC: 64.83

TOTAL DISCOUNT: 3.22

LCC:XXXXXXXXXX0392 AMOUNT:64.83 AUTHCD:000348

SWIPE REFID:230015316901 09/02/15 17:40:15

* YOUR OPINIONS COUNT! *

* REGISTER FOR A CHANCE TO WIN A *

* \$5,000 LOWE'S GIFT CARD! *

* REGISTRESE PARA TENER LA OPORTUNIDAD DE GANAR UNA *

* TARJETA DE REGALO DE LOWE'S DE \$5000! *

* *

* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *

* WITHIN ONE WEEK AT: www.lowes.com/survey *

* Y O U R I D # 01061 3169 245 *

* *

* NO PURCHASE NECESSARY TO ENTER OR WIN. *

* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *

* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 3169 TERMINAL: 01 09/02/15 17:40:15 ID: 150604314

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Invoice

STATE ROAD BUILDERS SUPPLY CO. INC.1840 SOUTH STATE ROAD
UPPER DARBY, PA 19082-5418

www.stateroadsupply.com

610-259-8840
FAX 610-259-9801S
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CASH SALE

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CASH SALES

**NET DUE 30 DAYS
AFTER RECEIPT OF MATERIALS.**

TERMS	ORDER NO.	P.O. NUMBER	CUSTOMER NUMBER	SHIPPING DATE	INVOICE DATE	INVOICE NO.
CASH	616078		00001	08/22/15	08/22/15	700091
PRODUCT NO.	QUANTITY	DESCRIPTION	PRICE	UNITS	DISCOUNT	NET
016008	2 PC	SHEETROCK 4X8X5/8"FS MOLD DEFENS LAFARGE-MD2			13.22	26.44
Tendered: 08/22/15 \$28.03 (VISA #047510)						

IMPORTANT - PLEASE READ CAREFULLY

1. Not responsible for damage when asked to drive beyond curb line.
2. Towing and/or damage to truck will be at customer's expense when caused by customer's request to maneuver truck into precarious position.
3. No claims for shortage, returns and/or breakage will be allowed if not noted on State Road Builders Supply's copy of delivery ticket.

X _____

Sub-Total 26.44
 Sales Tax 6.000% 1.59
 Shipping Charge
 Total 28.03
 Deposits
 Tendered 28.03-
 Amount Due 0.00

LIME

SAND

CEMENT

PLASTER

SHEETROCK

METAL STUDS

08/22/15 09:51:13 104 DS

Customer / Yard Copy

Case ID: 150604314

Exhibit 96 deposition of Joseph Vagnozzi July 18, 2016

PAGES 6, YES, 27, YES, 28,29,30

2020 AUG 17 A 8:08

USDC-EDPA
RJG/ALC

72216206

Page 1

IN THE COURT OF COMMON PLEAS
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

DAVID HATCHIGIAN : NO. 150604314
:
:
vs. :
:
:
CARRIER CORPORATION :
:
And :
:
PEIRCE-PHELPS :

Deposition of JOSEPH VAGNOZZI,
taken pursuant to notice at the law offices of
Marshall, Dennehey, Warner, Coleman & Goggin,
620 Freedom Business Center, Suite 300, King of
Prussia, Pennsylvania, beginning at 9:00 a.m.,
on Monday, July 18, 2016, before Diane
Fontanot, a Registered Professional Reporter
and Notary Public.

DiPIERO COURT REPORTING
Registered Professional Reporters
429 South 16th Street
Philadelphia, PA 19146
(215) 735-8101

JOSEPH VAGNOZZI

Page 2

1
2 APPEARANCES:
3

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10 Pro Se
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JOSEPH VAGNOZZI

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1	I N D E X		
2	WITNESS		PAGE
3	JOSEPH VAGNOZZI		
4	By Mr. Hatchigian.....	4	
	- - -		

5	E X H I B I T S		
6	NUMBER	DESCRIPTION	PAGE
7	P-1	E-Mails	--
8	P-2	E-Mails	8
9	P-3	E-Mails	9
10	P-4	Letter - May 9, 2016	10
11	P-5	Letter - May 16, 2016	17
12	P-6	Letter - May 23, 2016	18
13	P-7	E-Mails	19
14	P-8	E-Mails	19
15	P-9	Document	--
16	P-10	E-Mails	20
17	P-11	E-Mails	21
18	P-12	E-Mails	21
19	P-13	E-Mails	22
20	P-14	E-Mails	--
21	P-15	E-Mails	--
22	P-16	Document	--
23	P-17	Document	--
24	P-18	Letter, E-Mail, Receipts	7
25			

JOSEPH VAGNOZZI

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1 (It was agreed by and among
2 counsel for the respective parties that
3 signing, sealing, certification and
4 filing are hereby waived, and that all
5 objections, except as to the form of the
6 question, are reserved until the time of
7 trial.)

8 - - -

9 (Documents pre-marked as
10 Exhibits P-1 through P-18 for
11 identification.)

12 - - -

13 JOSEPH VAGNOZZI, having been
14 duly sworn, was examined and testified
15 as follows:

16 - - -

17 BY MR. HATCHIGIAN:

18 Q. Good morning. This is David
19 Hatchigian versus Peirce-Phelps and Carrier
20 Corporation, Number 150604314, Philadelphia
21 Common Pleas Court. I'm here today to depose
22 Mr. Joseph Vagnozzi. According to the PA
23 Rules of Civil Procedure, once I file a
24 Complaint I'm entitled to do what is called
25 discovery. So, I choose to ask you some

JOSEPH VAGNOZZI

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1 questions and, hopefully, you'll answer them.
2 Not necessarily am I going to use them in
3 court but I could. If you don't want to
4 answer the question, I would have to be forced
5 to file a Motion to Compel to the Court and
6 then your attorney might respond and then the
7 judge will make a decision and either party
8 could then appeal that decision to Superior
9 Court. Hopefully you'll just answer the
10 questions so we could move forward because I'm
11 entitled to ask you these questions as long as
12 they are pertaining to the case. Is that
13 understood?

14 MS. WOODIE: Objection.

15 MR. RYAN: Objection.

16 BY MR. HATCHIGIAN:

17 Q. It's the same thing that your counsel
18 explained to me and I felt compelled to
19 explain it to you.

20 MR. RYAN: As long as his counsel
21 allows him to answer the question, he's
22 entitled to answer the question. If I
23 object for any reason, I'll object and
24 instruct him to answer or I may object
25 and instruct him not to answer if the

JOSEPH VAGNOZZI

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1 question is inappropriate for whatever
2 reason. We'll see how it works.

3 BY MR. HATCHIGIAN:

4 Q. I have an E-mail here that is dated
5 October 23rd up top here and on there it says
6 that it's an E-mail from me to you thanking
7 you for finding the leak in the condensing
8 unit and requesting optional air filter rack
9 and the part number. Up top here that E-mail
10 is dated October 23, 2013, around 6:47 p.m.
11 Would you agree that that is what that E-mail
12 says? (1)

13 A. Yes.

14 MR. RYAN: Before you go further,
15 if I could, Mr. Hatchigian, there is some
16 basic instructions I want Joe to
17 understand just as far as very basic
18 things.

19 If you don't know the answer to a
20 question or if you don't remember an
21 answer to a question, that's a perfectly
22 appropriate answer. If you don't hear
23 him, you can ask him to speak up. If you
24 don't understand a question, you can ask
25 him to repeat it. If you want to take a

JOSEPH VAGNOZZI

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1 break for any reason, you are free to do
2 that. Please keep your voice up and try
3 not to speak when he's speaking. He'll
4 try not to speak when you're speaking.
5 That is all so the court reporter can
6 take everything down. She can't take
7 down two voices at once. I'll tell you
8 both to do that.

9 MR. HATCHIGIAN: Thank you.
10 Also, I would like to offer this into
11 evidence. It was marked as Exhibit P-18.
12 There was a mutual agreement that
13 discovery had ended June 30th and it was
14 mutually agreed upon that the discovery
15 would continue until July 12th and then
16 it was extended until today, the 18th.

17 MR. RYAN: Yes. It was already
18 put on the record. That's fine.

19 MR. HATCHIGIAN: I have to do that
20 because the Court had stopped my
21 discovery June 30th but it was agreed to
22 be extended.

23 MR. RYAN: We already put that on
24 the record at the last deposition.

25 BY MR. HATCHIGIAN:

JOSEPH VAGNOZZI

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1 Q. Moving on then to the next page there,
2 and this won't take long, I'll get you out of
3 here quickly. Looking at P-2, there's a
4 February 24th E-mail from Hatchigian to Joe
5 Vagnozzi.

6 MR. RYAN: Off the record.

7 - - -

8 (Discussion held off the
9 record.)

10 - - -

11 BY MR. HATCHIGIAN:

12 Q. P-2 is a February 24th E-mail to
13 Joseph. Is that okay if I call you Joseph?

14 A. **That's fine.**

15 Q. So, here you are confirming that you
16 do not handle parts and you are unable to
17 provide one personally and you will see me
18 Friday.

19 So, is that a true and correct
20 statement? Do you recall receiving this
21 E-mail?

22 A. **Yes.**

23 Q. Thank you.

24 A. **I don't work for parts directly.**
25 **That's what I'm telling you.**

JOSEPH VAGNOZZI

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1 Q. Now, I'll call your attention to P-3,
2 February 20th, Hatchigian to Joe and the
3 response is, "It looks like we sealed around
4 the screws in the return section during our
5 last visit with silicone. See attached
6 picture for location of leak we identified."

7 Is that a true and correct
8 statement?

9 A. Yes, I looked through my report from
10 2013 and, yes, that's what we did back then.

11 Q. It says here, "See attached picture
12 for location of leak". I don't believe I have
13 received them. Would you still have them?

14 A. I probably do. They were attached to
15 my report. So, I just pulled them from there.
16 Yes, they're around.

17 Q. Do you think I can get them or you can
18 give them to your attorney?

19 A. They have a copy but we'll see what
20 happens.

21 MR. HATCHIGIAN: One other thing.
22 The last time I was here, Ms. Woodie, you
23 asked me who the contractor was that
24 installed the other HVAC system.

25 MS. WOODIE: The Lennox.

JOSEPH VAGNOZZI

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1 MR. HATCHIGIAN: I looked it up.
2 It was a guy named O'Brien. That was the
3 name.

4 MS. WOODIE: The company was
5 O'Brien?

6 MR. HATCHIGIAN: Yes. I don't
7 know what you're going to do but you
8 asked me for it. My wife found it.
9 There was something else you asked me
10 for, too, but I can't recall what that
11 was.

12 BY MR. HATCHIGIAN:

13 Q. P-4 is a letter that I wrote dated May
14 9, 2016.

15 MS. WOODIE: Mine is May 9, 2016
16 to Carrier.

17 MR. HATCHIGIAN: Yes.

18 THE WITNESS: Here is the E-mail
19 on my phone that I sent and here's the
20 pictures (Indicating).

21 BY MR. HATCHIGIAN:

22 Q. Can you E-mail them to me?

23 **A. Absolutely.**

24 MR. RYAN: What are you E-mailing
25 to him?

JOSEPH VAGNOZZI

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1 THE WITNESS: My original E-mail
2 from February 20, 2015 with pictures.

3 MR. RYAN: I'll E-mail them to
4 you.

5 MR. HATCHIGIAN: Yes.

6 BY MR. HATCHIGIAN:

7 Q. I wanted to show you this. This was
8 part of the original Complaint, my exhibit
9 here, 28. It's just a copy of Carrier's Guide
10 to Operating and Maintaining your
11 Single-Packaged Electric Cooling Unit and
12 that's a guide that Carrier had given me
13 telling me what to do with the air filters.

14 My question to you is, when you came
15 there back in 2013 and we opened up the unit,
16 did you visually see a filter there?

17 **A. Yes. The filter was laying on the**
18 **evaporator. We had a conversation about that.**

19 Q. I would ask you to go to Exhibit 29
20 over here.

21 MR. RYAN: Just for the record,
22 because you are referencing different
23 exhibit numbers, when you say Exhibit 29,
24 that's in the packet that you used
25 originally attached to the Complaint, not

JOSEPH VAGNOZZI

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1 in the packet that you presented today?

2 MR. HATCHIGIAN: That's correct.

3 MR. RYAN: Just for clarification
4 because we're going to go back and read
5 this thing and see all of these numbers.

6 MR. HATCHIGIAN: I agree. I'm
7 addressing them as exhibits with a number
8 which is all part of the original
9 Complaint and today I have a package of
10 17 exhibits and I have labeled them P-1
11 to P-17. So, if it's P, it's here today,
12 it's new, and the other exhibits that I'm
13 citing today will be numbers exceeding 28
14 which is part of the original Complaint.

15 BY MR. HATCHIGIAN:

16 Q. So, getting to Exhibit 29 which is
17 part of the original Complaint, would you
18 agree that that picture does or does not
19 resemble the roof top unit that you saw at
20 7512 Brentwood Road?

21 MR. RYAN: Why don't you identify
22 what that packet is?

23 BY MR. HATCHIGIAN:

24 Q. This is from Carrier's instruction
25 manual?

JOSEPH VAGNOZZI

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1 **A. A Guide to Operating and Maintaining**
2 **your Single-Packaged Electric Cooling Unit.**

3 Q. So, would you say that does resemble
4 the unit that is on the roof?

5 **A. Yes.**

6 Q. The number that we have, is it the 50
7 GL? That's what you referenced that Carrier
8 condensing unit to be, Part Number 50 GL?

9 **A. Yes, I see here 50GL-024-321.**

10 Q. What size filter is Carrier saying
11 that that unit calls for according to
12 50GL-024-321?

13 **A. It says 20 by 20 by 1.**

14 Q. I will call your attention to Exhibit
15 38 which is part of the original Complaint.
16 Number 10, top left hand corner says, "All
17 units must have field-supplied filters or
18 accessory filter rack installed in the
19 return-air-side of the unit. Recommended sizes
20 for filters are shown in Table 1."

21 Is that a correct and true statement
22 of what that manual says?

23 MS. WOODIE: I'm going to need a
24 copy so I can follow along.

25 MR. HATCHIGIAN: It should be in

JOSEPH VAGNOZZI

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1 the Complaint.

2 Ms. WOODIE: I didn't bring that
3 down with me. I do have 38. Where were
4 you referencing?

5 MR. RYAN: Paragraph 10 at the
6 top line. Your question is, does Number
7 10 say what you say it says?

8 MR. HATCHIGIAN: Yes.

9 **A. Yes. I can read it too, yes.**

10 Q. So, it's clear then that there was a
11 filter there when you viewed the unit back in
12 2013 supplied and installed by me and it's
13 clear then that the manufacturer does not send
14 that unit with a filter rack but offers it as
15 an accessory?

16 MS. WOODIE: Objection.

17 MR. RYAN: Object to the form but
18 you can answer.

19 **A. An accessory filter rack, correct,**
20 **just like it says. It has an accessory filter**
21 **rack.**

22 Q. It does?

23 **A. I'm confused. It says what it says.**
24 **It says that you must have field supplied**
25 **filters or an accessory filter rack installed**

JOSEPH VAGNOZZI

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1 **in the return-air-side of the unit.**

2 Q. When you were there did you see a
3 filter?

4 A. You had a filter. It was laying on
5 your coil which is why we had a problem with
6 it. We had a conversation and by what it says
7 here, the accessory filter rack needs to be
8 installed in the return-air-side of the unit.
9 It just cannot be touching it. That is the
10 conversation that we had.

11 Q. I will call your attention to P-4
12 which is my letter dated May 9, 2016 to the
13 Carrier Corporation and the letter reads, "I
14 am trying to obtain the part number for the
15 optional filter rack for the above unit. I
16 have contacted Peirce-Phelps in Philadelphia
17 and they were unable to locate the part
18 number. Can you please supply me with the
19 number for the 20 by 20 filter rack? Any
20 questions please call or E-mail."

21 I would actually like to correct
22 that letter. It was the Peirce-Phelps in
23 Lawrence Park, Delaware County, not in
24 Philadelphia. That's where I had contacted.

25 So, my question to you is, does that

JOSEPH VAGNOZZI

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1 appear to be a letter from me to
2 Peirce-Phelps?

3 **A. I don't know. It appears like it's**
4 **going to Carrier.**

5 MR. RYAN: Are you asking Joe to
6 testify that this letter is what it says
7 it is? This is a letter from you to
8 Carrier.

9 MR. HATCHIGIAN: Yes.

10 MR. RYAN: That's fine. You
11 don't have to ask these types of
12 questions.

13 MR. HATCHIGIAN: I have a reason
14 for asking the question.

15 MR. RYAN: He can't authenticate
16 a letter that you did that wasn't to him.
17 He's just acknowledging what you're
18 telling him it is.

19 MR. HATCHIGIAN: I'm asking him
20 to acknowledge whether the letter I am
21 producing to him now that is in front of
22 him now is a letter by me to the Carrier
23 Corporation.

24 MR. RYAN: To save time we'll
25 acknowledge that everything in this

JOSEPH VAGNOZZI

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1 packet says what it says it says.

2 MR. HATCHIGIAN: Okay.

3 MR. RYAN: We're not testifying
4 as to the accuracy of it. We're just
5 saying that it is what it is. I have no
6 objection to that.

7 BY MR. HATCHIGIAN:

8 Q. My next exhibit is P-5, a letter dated
9 May 16th from the Carrier Corporation.

10 MR. HATCHIGIAN: By the way, I
11 tried to go through this at the
12 arbitration but they stopped me. Correct
13 me if I'm wrong because you would be the
14 expert in the law but I have the legal
15 right to ask him these questions.
16 Although you may not feel they're
17 important, I have a reason for it.

18 MR. RYAN: I'm trying to make
19 this easier for everybody by saying, if
20 you're asking him to say that these
21 documents say what they say, yes, they
22 say what they say. That's fine. That's
23 all. I'm not stopping you. I'm trying
24 to be of help.

25 BY MR. HATCHIGIAN:

JOSEPH VAGNOZZI

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1 Q. There's a letter here from Carrier
2 dated May 16th to me, David Hatchigian. "Our
3 office, being the residential call center for
4 customer relations, does not have direct
5 access to a part catalog. Your local
6 distributor will be in the best position to
7 assist you with the part information. Peirce
8 Phelps is the local distributor in your area
9 who has direct access to a factory
10 representative that they can contact if they
11 need assistance regarding your request. If
12 you wish to talk with a Customer Service
13 Representative, you may call us toll free
14 at..." and the number.

15 Does that appear to be true and
16 correct?

17 MR. RYAN: He can testify again
18 that the letter says what it says. He
19 can't testify as to the anything else.
20 You can ask him that question.

21 BY MR. HATCHIGIAN:

22 Q. Then I'll call your attention to P-6.
23 There's a letter here from Hatchigian to
24 Peirce-Phelps, May 23rd, stating, "I am trying
25 to obtain the part number for the optional

JOSEPH VAGNOZZI

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1 filter rack for the above unit. Can you
2 please supply me with the number for the 20 by
3 20 filter rack. Any questions please call or
4 E-mail." Do you see that letter?

5 **A. I do.**

6 Q. P-7 is an E-mail. Does that appear to
7 be an E-mail that's manufactured by
8 Peirce-Phelps?

9 MR. RYAN: I will object to the
10 term manufactured. Does it appear to be
11 an E-mail that came from Jessica Smith at
12 Peirce-Phelps?

13 THE WITNESS: Yes.

14 BY MR. HATCHIGIAN:

15 Q. On the bottom of the Peirce-Phelps
16 logo it says, "Succeeding By Helping Our
17 Customers Succeed." Is that what that says?
18 I can't make it out.

19 **A. Yes, it does.**

20 Q. It seems that Mrs. Smith has responded
21 to my letter and is supplying me with a part
22 number here that appears to be CPFILTRK007A00.
23 Does that appear to be true and correct?

24 **A. That's what it says.**

25 Q. P-8 is another E-mail back to Mrs.

JOSEPH VAGNOZZI

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1 Smith that says, "Hello, Jessica. Thank you
2 for supplying me with the part number for the
3 filter rack. Please be advised that my filter
4 measures 19 inches and the filter rack
5 measures 23. Any suggestions?" And there
6 were pictures of this filter rack going to
7 her. Does that appear to be what is in front
8 of you?

9 **A. I see the words. You have nine**
10 **attachments. I don't see any pictures.**

11 Q. What I'm saying here is, is this an
12 E-mail from me to Jessica Smith saying what I
13 just repeated?

14 **A. It says what you read, yes.**

15 MR. RYAN: Just to keep the date,
16 it's June 6, 2016.

17 BY MR. HATCHIGIAN:

18 Q. I call your attention to P-10. This
19 is an E-mail back from me to Jessica saying,
20 "The filter fits into the rack 20 by 12. The
21 rack is 23 inches long and will not fit into
22 the unit. See pictures I sent. David."

23 Does that E-mail represent what I
24 just read to you?

25 **A. Yes.**

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1 Q. P-11. Mrs. Smith apparently attempted
2 to send me a drawing or a diagram and I
3 responded back to her on June 8th saying, "I
4 am not getting the complete drawing. I am
5 only getting half image."

6 Does that E-mail appear to say that?

7 **A. Yes.**

8 Q. I would call your attention to Number
9 10 of the Complaint.

10 MS. WOODIE: That's the same
11 thing you have as P-1, isn't it? Maybe
12 not. No, it's not.

13 MR. RYAN: It's P-3.

14 BY MR. HATCHIGIAN:

15 Q. I want to move you to Exhibit 11. It
16 looks like it's dated February 27th. It's an
17 E-mail from the original Complaint here.

18 MS. WOODIE: And that is your P-2
19 today.

20 BY MR. HATCHIGIAN:

21 Q. Go to P-12, an E-mail to Jessica. It
22 says, "The filter fits into the rack 20 by 12.
23 The rack is 23 inches long and will not fit
24 into the unit. See pictures I sent." Is that
25 true and correct?

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1 **A. That's what it says.**

2 Q. P-13, my E-mail to Jessica. It's a
3 second request here. "I am not getting the
4 complete drawing, I am only getting half
5 image." It says "Second Send June 27". Is
6 that true and correct?

7 **A. That's what it says.**

8 Q. I have some pictures to show you to
9 confirm.

10 MR. HATCHIGIAN: I sent these
11 pictures to you.

12 MS. WOODIE: I had them printed
13 out.

14 MR. HATCHIGIAN: I'm just trying
15 to identify this as picture Number 8, if
16 you're agreeable. I'm presenting this
17 picture to be Number 8.

18 MS. WOODIE: Sure.

19 MR. RYAN: Yes.

20 BY MR. HATCHIGIAN:

21 Q. Does Picture Number 8 indicate there,
22 as far as you can see, that the filter is
23 21 inches by that ruler?

24 **A. 21 and some change, sure, from what I**
25 **can see.**

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1 MR. RYAN: Again, you're asking
2 him to describe what he sees in the
3 photograph?

4 MR. HATCHIGIAN: Right.

5 THE WITNESS: I'm sorry. Did you
6 miss my answer? I said, yes, it looks
7 like a little bit more than 21 from what
8 I can see.

9 BY MR. HATCHIGIAN:

10 Q. Calling your attention to Picture
11 Number 11, does that appear to be 23 inches?

12 MR. RYAN: Can you identify what
13 it is we're looking at? Joe may know.

14 MR. HATCHIGIAN: This is what I'm
15 showing him (Indicating).

16 MR. RYAN: What is that though?

17 MR. HATCHIGIAN: That's the
18 bracket that they sent me. I have it
19 here. I'm going to give it to him to
20 confirm that before we're done.

21 MR. RYAN: What is your question?

22 BY MR. HATCHIGIAN:

23 Q. My question is, does that bracket
24 appear to be 23 inches from the picture that
25 I'm showing you?

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1 **A. From the picture it does appear to be.**

2 MR. RYAN: I'm not suggesting
3 it's not 23 inches but we don't see the
4 whole thing. We just see the number 23.

5 MS. WOODIE: You have it here?

6 MR. HATCHIGIAN: I'm just asking
7 him to answer the question.

8 MR. RYAN: Again, as I said
9 earlier, we're willing to stipulate that
10 whatever you give him says what it says.

11 BY MR. HATCHIGIAN:

12 Q. Do you want to stipulate that that
13 ruler shows 23 inches?

14 **A. This picture shows 23, yes.**

15 MR. RYAN: To identify the
16 picture, it was taken June 4, 2016.

17 BY MR. HATCHIGIAN:

18 Q. Can you read that part number on
19 picture 13?

20 **A. 99080302 and you have another one,**
21 **99080262. I can't say I know what they are but**
22 **that's what it says.**

23 MR. RYAN: Again, that picture
24 was taken June 4, 2016.

25 BY MR. HATCHIGIAN:

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1 Q. I have here this filter rack that they
2 sent me and this is the bracket they sent me
3 and here's the tape measure. I would ask if
4 you would confirm the measurement of that.

5 MR. RYAN: You want him to
6 measure it for you?

7 MR. HATCHIGIAN: Yes.

8 MR. RYAN: Again, just so the
9 record is clear again, could you identify
10 what it is that he's measuring?

11 MR. HATCHIGIAN: Yes. This is
12 the optional filter rack that
13 Peirce-Phelps sent me claiming that it's
14 supposed to fit this unit here which I
15 have on the table with a ruler.

16 BY MR. HATCHIGIAN:

17 Q. If you wouldn't mind measuring that to
18 confirm and give us the measurement?

19 MR. RYAN: That was received by
20 you, I assume, in June of 2016?

21 MR. HATCHIGIAN: Correct.

22 MR. RYAN: Joe, you can measure
23 it if you'd like.

24 THE WITNESS: Yes, it's about 23
25 inches.

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1 BY MR. HATCHIGIAN:

2 Q. Would you measure the filter that they
3 sent me here?

4 **A. A little short of 20 inches.**

5 Q. What is it?

6 **A. A little shy of 20 inches.**

7 Q. By what?

8 **A. I only measured one end. By 12.**

9 Q. 20 by 12?

10 **A. Yes.**

11 Q. For the record, would you read off the
12 number on the box that I'm holding in my hand
13 that I received from Peirce-Phelps?

14 **A. CPFILTRK007A00. I can't confirm it's**
15 **the right part.**

16 Q. I'm going to hand you the notes of
17 testimony from the arbitration. Here you go
18 (Indicating). I'm going to ask you to take a
19 look at Page 47. Your response to my question
20 was on Lines 8 to 22.

21 **A. What am I supposed to do?**

22 MR. RYAN: What's the question?

23 BY MR. HATCHIGIAN:

24 Q. My question is, it says here, "The
25 filter was lying directly on the coil, which

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1 gets wet. There was signs of water in the
2 past on that filter. That was mentioned to
3 you in 2013 when we were there. The other
4 thing was, when you come out for your drain
5 you're supposed to have a trap when you leave.
6 You don't have a trap. You have an open T,
7 which is a possibility that we can bring water
8 back into the unit and not allow it to drain.
9 Those things were found, noted and explained
10 to you. The reason that we didn't go crazy
11 during that time period is because in
12 September it was cold up there if you
13 remember."

14 That was a statement that you made
15 then. Is that true and correct?

16 **A. That's what I said, yes.**

17 Q. I would call your attention to Page
18 55. On page 55, Lines 1 to 6, it says, "So I
19 believe we were literally standing there
20 shooting at the side of the unit right at
21 those screws and then we did see a couple
22 droplets come into there."

23 Is that a true and correct statement
24 you made at that time?

25 **A. Yes.**

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1 Q. Page 57, the whole page.

2 MR. RYAN: Do you want him to
3 read it?

4 MR. HATCHIGIAN: I'll read it to
5 him.

6 BY MR. HATCHIGIAN:

7 Q. The page says, "But, I did see
8 evidence of I guess that's calcium. When you
9 have water that evaporates, you have the
10 minerals that stay. I did a couple traces of
11 this white originating from the screw holes
12 that could have possibly found its way down
13 inside of that ductwork as a possible cause.
14 So when we started spraying water directly on
15 those rain holes I did see a couple drops of
16 water come in. It was the only evidence of
17 water at that time during that visit. So what
18 we decided to do is, we went and sealed those
19 around the screws. We sealed around those
20 screws, we let it dry. We went around again
21 with the garden hose and sprayed everything on
22 that unit, sides, tops, bottoms, everything
23 and no longer saw any other drops of water
24 entering into that unit. That's what I found
25 in 2013."

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1 Is that a correct and true statement
2 at the time?

3 **A. A little bit of the words from when**
4 **the guy had typed it down don't quite sound the**
5 **way I would say it but the gist of it is true,**
6 **yes.**

7 Q. Page 59, Lines 3 to 8 there. It says,
8 "In the return, yes, you have negative
9 pressure there. Question: Okay. And is this
10 a reason that would draw water in if there was
11 a leak? Answer: I said there's a potential
12 of that, yes."

13 Is that a true and correct statement
14 you made at the time?

15 **A. Yes.**

16 Q. Line 15, "Okay. Now, if the blower
17 motor is working and it's creating negative
18 pressure and that trap is six inches from the
19 drain pan, would then the blower motor want to
20 suck that water back into the unit? Answer:
21 No."

22 MR. RYAN: It's a longer answer
23 that than that. You just said no.
24 There's a longer answer.

25 MR. HATCHIGIAN: I know.

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1 **A.** If I continue to read it, the entire
2 **thing, then I would say that that's what I**
3 **said, yes.**

4 **Q.** Page 60, Lines 2 and 3, "You can't
5 pull it back because as you start pulling it's
6 just going to drain out."

7 **A.** **Yes.**

8 **Q.** Line 10, "Okay. Now, I thought it was
9 your testimony that because there was no trap
10 there that the blower motor was pulling water
11 back in. Answer: No. I said, 'You're the
12 installer and this needs to be fixed'".

13 That's a true and correct statement
14 at the time?

15 **A.** **Yes.**

16 **Q.** Page 61, Lines 5, "Answer: Yes. I
17 said, 'It's wrong and you need to fix it.' I
18 did not say it had anything to do with your
19 leak today. I said, 'It's something that
20 needs to be corrected.' Question: But, did
21 you say that the fact that it did not have a
22 trap was possibly the reason that it was
23 causing the leak? Answer: No. Question:
24 Okay. So the trap has nothing to do with the
25 leak? Answer: The fact that it was cold out

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1 and you were not running in air-conditioning I
2 agree. I do not believe that's part of your
3 problem. That is why I mentioned it to you
4 because you were the installer and servicer
5 and it needs to be corrected because it's not
6 correct, but I did not feel during that visit
7 that it had anything to do with why we were
8 there that day.'"

9 **A. That's what it says because you told**
10 **me the unit was not running at the time.**
11 **That's what I based those answers on. .**

12 Q. Page 64, Line 21 to 25. It says,
13 "Okay. In your E-mail to me dated February
14 27, 2015, did you say, I will see you on
15 Friday. Hopefully it will be warm enough to
16 use a hose like the last time to identify the
17 leak again."

18 Is that a true and correct statement
19 you made at the time?

20 MR. RYAN: No. You said it.

21 That was a question you asked of him.

22 BY MR. HATCHIGIAN:

23 Q. And your answer on Page 65 is, "Yup"?

24 **A. Yes. That was based on your E-mail**
25 **that you stated that we fixed it.**

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1 Q. On Page 67 it says here, Line 8, "See
2 attached pictures for location of leak we
3 identified." And you said you were going to
4 send those to your attorney. "Answer: Okay.
5 Question: Does that appear to be a true and
6 correct statement that you're verifying that
7 you did in fact find a leak? Answer: I was
8 absolutely referring to the water that we saw
9 around those screws and the work that we did
10 to seal it, absolutely. Question: So in your
11 opinion you felt that you did in fact find the
12 leak? Answer: I found something. We found
13 something and we sealed that. The question
14 still relied on the day on the roof by
15 yourself and me. Could what we found and
16 corrected possibly cause what you're dealing
17 with? We were unsure."

18 Going to Page 68, "When you
19 responded a month later and said, 'Hey,
20 everything's good.' I assumed I guess it did
21 happen. So yes, I am referring to what we
22 found. It was the only evidence of any water
23 anywhere in the piece of equipment, that is
24 what I'm referring to."

25 Is that a true and correct statement

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1 at that time?

2 **A. Again, some of the wording sounds a**
3 **little odd but the general gist, yes, that's**
4 **what I said.**

5 Q. One other question I've got for you.
6 Do you recall when we were up on the roof in
7 2013 we opened up that compartment and you and
8 I had visually saw what that picture is?

9 **A. Which one? The one on the bottom?**

10 Q. Yes.

11 **A. I can't say I remember that, no. I**
12 **don't remember spending much time in that**
13 **direction because --**

14 Q. In your notes of testimony you refer
15 to the white stuff as being calcium?

16 **A. Yes.**

17 Q. Is that your interpretation today,
18 that based on your experience that would be
19 calcium?

20 **A. Yes.**

21 Q. What would be your training or
22 background as a Carrier rep or a
23 Peirce-Phelps' rep?

24 MS. WOODIE: Objection to the
25 form. Go ahead.

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1 **A. I don't even understand the question.**

2 MR. RYAN: I don't know what
3 you're asking.

4 MR. HATCHIGIAN: I contacted
5 Carrier and Carrier told me that you have
6 to contact the supply house which I did
7 and the supply house which is
8 Peirce-Phelps, they sent me Mr. Joe
9 Vagnozzi. So, my question is, if Carrier
10 told me to contact Peirce-Phelps and then
11 sent out Mr. Vagnozzi to analyze what the
12 problem is here, I'm asking him what his
13 training is based in this field.

14 MR. RYAN: Okay. Field of this
15 particular unit?

16 MR. HATCHIGIAN: In HVAC. I
17 don't know what the answer is to the
18 question. That's why I'm asking what
19 training he has in that Carrier has
20 recommended that I contact Peirce-Phelps
21 and they sent Joe out to analyze the
22 problem.

23 BY MR. HATCHIGIAN:

24 Q. What training would you have for this?

25 **A. I've been doing it for 16 years. I've**

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1 been factory trained through Carrier through
2 their university. I attend training twice a
3 year for updates from the engineers about what
4 is going on. I also attend many classes
5 throughout the years for HVAC in general. I
6 don't know what else you're really looking for.

7 Q. Okay. When you were up there on the
8 roof in 2013 and 2015, did you have any reason
9 to believe that there was not a gasket on top
10 of that curb?

11 A. I don't believe so. It came up in
12 conversation while we were together but I
13 believe we saw that gasket. I don't think that
14 was something that we were concerned about at
15 the time.

16 Q. I don't remember. Do you recall us or
17 me sealing that curb again while we were there
18 just to be sure? Do you recall that?

19 A. In 2015 when we didn't see any
20 evidence of water in the system, we were both
21 there together and, yes, I believe that we
22 ended up doing it because we were already on
23 the roof and better safe than sorry.

24 Q. Right and do you recall me asking you
25 if you had this problem before with anybody

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1 else and could you call up? Do you recall
2 that?

3 **A. I contacted the engineer at the time.**

4 **Q. On the roof from your cell phone?**

5 **A. That's correct, and he did not have**
6 **any evidence or anything on that one. He did**
7 **mention that on older models the type of**
8 **sealant that they had on the gasket over time**
9 **might be able to bring some moisture in,**
10 **although he stated that your unit didn't have**
11 **that style, you had the newer version in which**
12 **there were no complaints and I believe after**
13 **that statement, even though we were told it**
14 **wasn't ours, that I believe is why we decided**
15 **to seal just in case but we didn't have any**
16 **evidence at the time that it was needed.**

17 **Q. In 2015, the second time you were**
18 **there, we went into the second floor apartment**
19 **there and in the kitchen there. So, after I**
20 **got done re-doing the ceiling in 2013 I put**
21 **the turkey pan up there but in 2015 when you**
22 **returned the second time to verify the damage,**
23 **do you recall seeing the turkey pan in the**
24 **rafters?**

25 **A. No. Your ceiling was all sealed up.**

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1 You didn't have it open. We were unable to
2 look from beneath up like we were in 2013 to
3 identify a source of the leak.

4 Q. So, you're saying in 2015 when you
5 were there, you don't recall seeing the
6 ceiling open?

7 A. Correct, your ceiling was not open.
8 It was too cold to use a hose to attempt to
9 recreate the situation because I believe the
10 complaint came that it only happened when it
11 rained I think. That is how we started with
12 the garden hose. It was too cold to use a
13 garden hose. We couldn't see upstairs. We
14 took the pan and didn't see anything wet
15 inside. We have had a conversation with the
16 engineer. We said we would seal the gasket.
17 You brought me downstairs. We looked up and
18 all I could see is a water stain. It was not
19 open. I stated to you at the end of that that
20 there is no evidence of it happening from the
21 unit and since you are the servicer and
22 installer, I suggested that you open it up and
23 continue to investigate.

24 Q. There were pictures that I had
25 submitted of the second go-around and I had a

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1 remediation company remove the ceiling and I
2 had submitted those pictures here to Carrier
3 and Peirce-Phelps indicating the damage that
4 was in the ceiling and I'm sure were you there
5 then when I had opened up that ceiling and
6 it's your testimony here today that you do not
7 recall that it was --

8 MS. WOODIE: It's there but it's
9 2013.

10 MR. HATCHIGIAN: I'm talking
11 about the pictures from inside of the
12 apartment. I think it was Elite. It was
13 a folder I gave you with colored pictures
14 indicating the damage in the ceiling and
15 indicating the mold.

16 MS. WOODIE: No, I didn't get
17 colored pictures. This is what you
18 E-mailed. This is Joe in 2013 in the
19 ceiling and these are all of the things
20 that you E-mailed us which I printed out
21 in black and white attached to the
22 Complaint (Indicating).

23 MR. RYAN: Just so I understand,
24 you're trying to say that in February of
25 2015 when Joe was there, you think the

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1 ceiling was open?

2 MR. HATCHIGIAN: Here it is.

3 It's part of the Complaint (Indicating).

4 MS. WOODIE: We have black and
5 whites and they're not good. They come
6 through the court system, so they're even
7 more blurry because of the filing process
8 and the internet.

9 MR. RYAN: What page are you on?

10 MR. HATCHIGIAN: This is
11 Exhibit 87 from the original Complaint.

12 BY MR. HATCHIGIAN:

13 Q. Does that appear to be a picture of
14 the ceiling there at 7512 Brentwood Road?

15 A. I don't know.

16 MR. RYAN: This is dated July of
17 2014. I don't know how you expect him to
18 --

19 A. I don't know. It's a ceiling. I don't
20 know.

21 MR. HATCHIGIAN: These pictures
22 were part of the original Complaint and I
23 just want to enter into the notes here my
24 original Complaint and my Exhibits from 1
25 to 92.

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1 MS. WOODIE: Sooner or later
2 we're going to need a colored copy of
3 that because we don't have any clarity.

4 MR. HATCHIGIAN: I thought at the
5 arbitration hearing I gave you and Mr.
6 Ryan a black binded folder with colored
7 pictures from Elite.

8 MS. WOODIE: I think you gave it
9 to the arbitrators, the arbitration
10 panel.

11 MR. HATCHIGIAN: I thought for
12 sure I brought three of them.

13 MS. WOODIE: There's three
14 arbitrators.

15 MR. HATCHIGIAN: I'll get you
16 another one.

17 MS. WOODIE: We don't need
18 anything but the photographs in color.

19 MR. HATCHIGIAN: Okay. That's it.
20 Thank you.

21

- - -

22

(Deposition concluded at 10:10

23

a.m.)

24

- - -

25

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C E R T I F I C A T I O N

I hereby certify that the proceedings, evidence and objections noted are contained fully and accurately in the notes taken by me on the hearing of this matter, and that this copy is a correct transcript of the same.

DIANE FONTANOT
Registered Professional
Reporter and Notary Public

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B	B 3:5 back 9:10 11:15 12:4 14:11 19:25 20:19 21:3 27:8 29:20 30:5,11 background 33:22	C C 41:1,1 calcium 28:8 33:15 33:19 call 8:13 9:1 13:14 15:11,20 18:3,13 18:22 19:3 20:18 21:8 27:17 36:1 called 4:24 Calling 23:10 calls 13:11 Carrier 1:6 2:12		
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First Judicial District of Pennsylvania

150604314

David Hatchigian V. Carrier Corporation

*Motion Volume 1
April 18, 2017*



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David Hatchigian V. Carrier Corporation

Motion Volume 1
April 18, 2017

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(1) IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
(2) FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
(3) CIVIL TRIAL DIVISION
(4) DAVID HATCHIGIAN, : JUNE TERM, 2015
(5) Plaintiff, :
(6) vs. :
(7) CARRIER CORPORATION :
(8) PEIRCE-PHELPS, INC., :
(9) Defendants. : NO. 4314
(10) :
(11) :
(12) :
(13) Room 682, City Hall
(14) Philadelphia, Pennsylvania
(15) Tuesday, April 18, 2017
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(1) DAVID HATCHIGIAN, : JUNE TERM, 2015
(2) Plaintiff, :
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(1) APPEARANCES:

(2)

DAVID HATCHIGIAN

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(4)

610-446-7257
Pro se Plaintiff

(5)

(6)

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BY: KIMBERLEY J. WOODIE, ESQUIRE

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Wayne, PA 19087

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Attorney for Defendant, Peirce-PHELPS, Inc.

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(1) INDEX

(2) ---

(3) PLAINTIFF'S EVIDENCE

(4) ---

(5) WITNESS: DR CR RDR RCR

(6) ---

(7) ---

(8) DEFENDANT'S EVIDENCE

(9) ---

(10) WITNESS: DR CR RDR RCR

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(12) ---

(13) EXHIBITS

(14) ---

(15) ---

(16) NO. DESCRIPTION MARKED ADMIT.

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(2)

(Proceedings commenced.)

(3)

(4)

THE COURT: Now, I have a motion here to

(5)

compel for a settlement issue. Come to the

(6)

bar of the court, please.

(7)

MR. HATCHIGIAN: Good morning.

(8)

THE COURT: This is your motion to

(9)

compel?

(10)

MR. RYAN: No, Your Honor, it's the

(11)

plaintiff's motion.

(12)

THE COURT: The issue really is --

(13)

Swear Mr. Hatchigian in.

(14)

THE COURT OFFICER: Raise your right

(15)

hand. State your full name and spell, both,

(16)

your first and last names.

(17)

MR. HATCHIGIAN: David Hatchigian.

(18)

THE COURT OFFICER: Spell your last name.

(19)

MR. HATCHIGIAN: H-A-T-C-H-I-G-I-A-N,

(20)

spells Hatchigian.

(21)

... DAVID HATCHIGIAN, after having been

(22)

first duly sworn, was examined and testified

(23)

as follows:

(24)

THE COURT: Now, what's the problem? Why

(25)

doesn't he get his money? You want your money

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(1) and he wants to know why you're not giving him
(2) his money.
(3) **MR. RYAN:** I don't know, not to sound so
(4) intelligent. When Mr. Hatchigian filed his
(5) motion, I gathered he never received the
(6) release. So I answered by saying, Well,
(7) you'll get your money when you sign the
(8) release, which was sent to, I believe, Mr.
(9) Hobson -- Ms. Woodie might -- it was Mr.
(10) Hobson who was here the day we were supposed
(11) to start the trial, and it was instrumental --
(12) **THE COURT:** You were represented by
(13) counsel at the time; weren't you?
(14) **MR. HATCHIGIAN:** Yes.
(15) **MS. WOODIE:** And, Your Honor, he told me
(16) to send a release to him.
(17) **MR. HATCHIGIAN:** I agreed to settle the
(18) case. And my interpretation was to sign an
(19) order saying, if the case is settled,
(20) discounted, and ended, that's it. I had never
(21) been privy to any release that Ms. Woodie had
(22) submitted and I saw afterwards.
(23) I'm not in agreement to that. It would
(24) be in violation of my civil rights to sign
(25) that release there, because that release is

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(1) Now, the question I have for you is, was
(2) this a general release from the beginning of
(3) time until the end of earth, that it would
(4) scare off someone from signing it?
(5) **MS. WOODIE:** It was for this unit, and
(6) that's what Mr. Hobson --
(7) **THE COURT:** Let me see what --
(8) **MS. WOODIE:** I have a copy.
(9) **THE COURT:** Hand it up to the Court.
(10) **MR. RYAN:** Pretty much, Your Honor.
(11) **MS. WOODIE:** For the unit only, and it's
(12) associated equipment.
(13) **THE COURT:** Well, this is very
(14) lawyer-like, but, in other words --
(15) Mr. Hatchigian, Hatchi -- try it for me again.
(16) **MR. HATCHIGIAN:** That's okay.
(17) **THE COURT:** I agreed to release your
(18) client from any and all claims surrounding the
(19) purchase of this particular thing. This
(20) doesn't look like it does that. It seems like
(21) it says that they deny everything, you deny
(22) liability. You go through a whole bunch of
(23) things which, basically, he doesn't have to
(24) agree to.
(25) So if he -- if the release, because the

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(1) totally outrageous. Outrageous, prohibiting
(2) me from ever bringing a claim against a
(3) corporation over here. I'm not signing the
(4) release, that's over with.
(5) What I agreed to sign --
(6) **THE COURT:** Well, listen, don't tell me
(7) what you're not doing; okay?
(8) **MR. HATCHIGIAN:** Okay. I'm sorry.
(9) **THE COURT:** Because --
(10) **MR. HATCHIGIAN:** I'm sorry. I apologize.
(11) **THE COURT:** -- you've asked for my
(12) assistance in this matter, so don't tell me
(13) what you're not going to do. Tell me what the
(14) problem with the release was.
(15) **MR. HATCHIGIAN:** So I'm asking to,
(16) respectfully, invalidate the settlement and
(17) schedule --
(18) **THE COURT:** That, I'm not going to do.
(19) **MR. HATCHIGIAN:** Okay.
(20) **THE COURT:** I'm not going to do that.
(21) The question, here, is, we have to get you the
(22) money, and we have to get you the money in a
(23) way that the insurance companies can be sure
(24) that their client is released from this
(25) particular claim.

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(1) settlement of this matter is -- and I
(2) remember, this is very lawyer-like and this we
(3) charge a couple hours in preparation of this,
(4) but, remember, I was in the same business. We
(5) charge a couple hours for this. This is much,
(6) much too complex and complicated for anyone to
(7) want to agree to without an attorney.
(8) **MS. WOODIE:** We had an attorney.
(9) **THE COURT:** No, but the attorney,
(10) apparently, went south on you. Where's your
(11) attorney?
(12) **MR. HATCHIGIAN:** No, he's a friend of
(13) Mr. Ryan's. He suggested he might be able to
(14) work something out. He's not the attorney of
(15) record. He's not the attorney --
(16) **THE COURT:** I don't remember him actually
(17) entering an appearance.
(18) **MR. RYAN:** He didn't. He showed up the
(19) day of the trial, Your Honor.
(20) **THE COURT:** Yes, as some kind of an
(21) advocate, without anything like this.
(22) **MR. HATCHIGIAN:** Him and Mr. Ryan went to
(23) school together, they were friends, he thought
(24) they could work something out.
(25) **THE COURT:** But the release --

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[1] Mr. Hatchigian, I agree with you, that this
[2] is -- even though this is an almost standard
[3] document that gets exchanged between lawyers,
[4] this is not the standard document that gets
[5] sent to clients, because it seems like they're
[6] giving away your children, and your rights to
[7] live, and your right to be a citizen of the
[8] United States. It seems like that; it's not.
[9] It's really innocuous, in terms of, it's a
[10] relatively harmless document, and I've seen so
[11] many of them.

[12] But, Counsel, can you create a release
[13] that would be -- that he releases your client
[14] from any and all claims surrounding the
[15] purchase of this item?

[16] **MS. WOODIE:** And its components?

[17] **THE COURT:** And its components. And you
[18] do that, and that's what he releases. Because
[19] he may want to sue your client for something
[20] else; he may want to sue you for something
[21] else. But this is something that makes him
[22] feel like he can't do that. And without
[23] Mr. Hobson explaining each and every line to
[24] him, which I'm not intending to do.

[25] Now, this is the issue, the motion to

[1] compel is denied; however, the Court is
[2] ordering the defendants to prepare an
[3] appropriate release for the circumstances of
[4] this particular case. So that, as soon as you
[5] sign it, they'll give you the money.

[6] **MR. HATCHIGIAN:** May I suggest, with all
[7] due respect to the Court, a release that says
[8] it's settled, discontinued and ended? That
[9] will take care of the problem.

[10] **THE COURT:** Well, no. No. That doesn't
[11] take care of the problem. Because they have
[12] to be assured that you don't find another way
[13] to sue their client over the same thing in a
[14] different way.

[15] **MR. HATCHIGIAN:** Right.

[16] **THE COURT:** Settle, discontinue and end
[17] doesn't do that. That's why -- see, the
[18] release, plus the order to settle, discontinue
[19] and end, is what's necessary at all
[20] settlements of cases. So that their client is
[21] released from any and all claims related to
[22] the sale, purchase and installation of this
[23] particular air conditioner.

[24] Can we do that?

[25] **MS. WOODIE:** I think we can, Your Honor,

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[1] because I have all the component parts listed.
[2] I could, if you want me to, delete the second
[3] paragraph.

[4] **THE COURT:** Well, look, you know, I've
[5] given it consideration of 3,500, both of it
[6] paid by these guys to release defendants in
[7] this case from any and all claims surrounding
[8] the purchase of these items. And that you
[9] don't -- the liability, I don't care about
[10] that. You see, all that is just --

[11] **MS. WOODIE:** I think I can --

[12] **THE COURT:** All that is surplusage. I
[13] don't remember what we used to call it,
[14] surplusage, is that --

[15] **MR. RYAN:** Excess verbiage.

[16] **THE COURT:** Well, no, it's surplus
[17] verbiage, we can agree to that, that the Court
[18] doesn't like the release, but I'm ordering to
[19] simplify the release, make arrangements --

[20] Are the checks available?

[21] **MS. WOODIE:** Well, I need a W9 signed,
[22] Your Honor, and I brought it with me today.

[23] **THE COURT:** Work it out there. Go out to
[24] the other room and, either, handwrite the
[25] release, or something to that effect. Where's

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[1] the money?

[2] **MS. WOODIE:** The client has the money,
[3] because I have to --

[4] **THE COURT:** How fast can we get the
[5] money?

[6] **MS. WOODIE:** I don't know. Probably a
[7] week, I would guess.

[8] **THE COURT:** I understand the problem, but
[9] we're going to do this, the motion is denied,
[10] contingent upon them preparing an appropriate
[11] release that you can understand, and sign that
[12] with an order to settle and discontinue.

[13] You're going to go outside, you're going
[14] to do the W9 form, so that -- they're going to
[15] need your Social Security number, and put that
[16] down on there so that they can get a deduction
[17] for having paid you.

[18] I'm going to set you outside. If there's
[19] a problem with this, let the court officer
[20] know and we'll have a discussion on it.

[21] **MR. RYAN:** You want us to prepare a new
[22] release outside, Your Honor?

[23] **THE COURT:** If you can. I have a
[24] computer in here, we can type one out, I
[25] guess. But it's --

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[1] Where's your offices?
 [2] **MS. WOODIE:** 2000 Market.
 [3] **THE COURT:** I know where you are.
 [4] **MS. WOODIE:** But I can get access to it
 [5] at 2000 Market.
 [6] **THE COURT:** Go outside and work it out.
 [7] **MR. HATCHIGIAN:** Thank you.
 [8] ---
 [9] (Short recess.)
 [10] ---
 [11] **THE COURT:** What's the issue?
 [12] **MR. HATCHIGIAN:** Okay. I have prepared a
 [13] release, I'm willing to staple it to my
 [14] 64-page complaint, releasing both defendants
 [15] for everything that's in my 64-page complaint,
 [16] which I think is fair, or at least it should
 [17] be released.
 [18] **MS. WOODIE:** Your Honor, it rambles, it's
 [19] inconsistent. It's a document that I would
 [20] feel comfortable litigating later, if that's
 [21] the scope of the case.
 [22] **MR. RYAN:** Your Honor, we pared-down the
 [23] release that was originally sent, and I
 [24] explained to Mr. Hatchigian, telling him I'm
 [25] not his lawyer, but explained to him, and

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[1] there's only -- there's one issue that we've
 [2] sort of come to odds with.
 [3] **THE COURT:** What's the one issue?
 [4] **MR. RYAN:** That -- this whole thing, sort
 [5] of, originated because Mr. Hatchigian
 [6] purchased a Carrier, as you know.
 [7] **THE COURT:** I'm aware of the facts of the
 [8] case.
 [9] **MR. RYAN:** And he installed it himself.
 [10] **MS. WOODIE:** And he represented he was a
 [11] mechanical contractor.
 [12] **MR. RYAN:** And under the terms of the
 [13] instructions and all, these things have to be
 [14] installed by a Carrier, a licensed person,
 [15] which he is not. Well, not licensed, but a
 [16] qualified person.
 [17] **THE COURT:** That was the defense in the
 [18] matter, I understand that.
 [19] **MR. RYAN:** Right. And he's going -- the
 [20] belief would be that he's going to do it
 [21] again.
 [22] **MS. WOODIE:** He says he's going to do it
 [23] again.
 [24] **MR. RYAN:** He says he's going to do it
 [25] again.

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[1] **THE COURT:** Do it again to, who?
 [2] **MR. RYAN:** He's going to file with
 [3] another Carrier and put it in by himself.
 [4] **THE COURT:** The question here, is, who's
 [5] being released in this matter?
 [6] **MR. RYAN:** Carrier and Peirce-Phelps.
 [7] **THE COURT:** So what's the issue? So he's
 [8] releasing Carrier?
 [9] **MS. WOODIE:** He doesn't know how to
 [10] install it. Not -- electrically, I'm not
 [11] disputing that. But, Your Honor, he made
 [12] several decisions not to do things that the
 [13] instructions say, and if he did, indeed, have
 [14] water or condensation in the unit, it was
 [15] because of that.
 [16] **THE COURT:** Well, that's the defense. I
 [17] don't know whether that's -- that's a
 [18] contested fact in this matter. So we're
 [19] releasing Carrier?
 [20] **MS. WOODIE:** Yes, for this unit and the
 [21] associated equipment.
 [22] **THE COURT:** And you're afraid he's going
 [23] to buy another Carrier?
 [24] **MS. WOODIE:** He said he was going to do
 [25] it.

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[1] **THE COURT:** And try to install it again
 [2] and then file another lawsuit?
 [3] **MS. WOODIE:** Um-hum.
 [4] **MR. HATCHIGIAN:** This is a package unit,
 [5] Your Honor --
 [6] **THE COURT:** No, don't tell me that. The
 [7] question really is, is that, then it becomes a
 [8] scam; do you understand? You buy it and then
 [9] install it, then sue, that's what they're
 [10] trying to prevent.
 [11] **MR. HATCHIGIAN:** Yeah.
 [12] **THE COURT:** So the question really is,
 [13] they want you to stay away from buying and
 [14] suing Carrier again for the same thing.
 [15] **MR. HATCHIGIAN:** Right. I asked --
 [16] **THE COURT:** Now, I remember this happened
 [17] one time, and our eminent Mr. Sprague did the
 [18] same thing with Verizon, and ended up
 [19] releasing a particular claim and then starting
 [20] another claim with the same plaintiff, and it
 [21] became almost like a cottage industry for a
 [22] while.
 [23] **MR. RYAN:** There's a history here, Your
 [24] Honor, that might suggest --
 [25] **THE COURT:** So what kind of language

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[1] would you like to stop this from happening
[2] again?
[3] **MS. WOODIE:** Your Honor, do you have the
[4] copy I gave you?
[5] **THE COURT:** Yes, I have it here.
[6] **MS. WOODIE:** It's the sentence that's the
[7] second to the last paragraph on page one.
[8] **THE COURT:** No, that's making an
[9] admission that he doesn't have to do it. I
[10] don't like that, either. I also specifically
[11] acknowledge that any --
[12] **THE COURT REPORTER:** I'm sorry, Your
[13] Honor, slow down, please.
[14] **THE COURT:** The language that's being
[15] complained of -- is this the language you're
[16] complaining of: I also specifically
[17] acknowledge that any brand of Carrier
[18] air-conditioning equipment must be installed
[19] by a qualified licensed mechanical trade
[20] person, and that I am not a qualified licensed
[21] mechanical trade person.
[22] **MR. HATCHIGIAN:** Right.
[23] **THE COURT:** Why would he have to make
[24] that admission?
[25] **MS. WOODIE:** Because if he goes and buys

[1] another one and does it again --
[2] **MR. RYAN:** First change the language --
[3] **MR. HATCHIGIAN:** First of all, I am
[4] qualified, number one. And there's nothing --
[5] I asked Ms. Woodie to show me where it says in
[6] her manufacturer's instructions that you have
[7] to be a steamfitter. She can't find it. I am
[8] the qualified person. I will continue buying
[9] them, continue to install them, and if I have
[10] a problem, I will hold this corporation liable
[11] for it.
[12] My release --
[13] **THE COURT:** No, you're not going to do
[14] that.
[15] **MR. HATCHIGIAN:** Okay.
[16] **THE COURT:** No, you're not going to do
[17] that.
[18] **MR. HATCHIGIAN:** My release, here, says
[19] to settle, discontinue in Philadelphia Common
[20] Pleas Court, No. 1506 --
[21] **THE COURT:** No, your release is -- I'll
[22] tell you what I'm going to do, Mr. Hatchigian,
[23] if you don't begin to cooperate and understand
[24] what their issues are with you, I'm going to
[25] deny your motion to compel and that will be

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[1] the end of it. And then you'll be in a
[2] position here to either sign the release that
[3] they want or not get the money.
[4] Now, you can't be unreasonable with me.
[5] **MR. HATCHIGIAN:** No, I'm not being
[6] unreasonable.
[7] **THE COURT:** Their position is, and what
[8] they're concerned about, they're settling with
[9] you, but they don't want you buying and
[10] installing any more Carrier air-conditionings
[11] and then come around and sue them again, which
[12] is a reasonable request.
[13] What language would you like that you're
[14] not going to do that again?
[15] **MR. HATCHIGIAN:** I'm not agreeable to
[16] that.
[17] **THE COURT:** Okay. Well, then, the motion
[18] to compel is denied, and then you can sit on
[19] your settlement and try to file an appeal from
[20] this.
[21] **MR. HATCHIGIAN:** Thank you.
[22] **THE COURT:** There you are. You're
[23] excused.
[24] ---
[25] (Proceedings concluded.)

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CERTIFICATION

I hereby certify that the proceedings and evidence are contained fully and accurately in the notes taken by me on the trial of the above cause, and that this copy is a correct transcript of the same.

JANENE L. LENOX
Official Court Reporter

(The foregoing certification of this transcript does not apply to any reproduction of the same by any means unless under the direct control and/or supervision of the certifying reporter.)

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EXHIBIT 98 GENERAL RELEASE

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GENERAL RELEASE AND SETTLEMENT AGREEMENT

I, DAVID HATCHIGIAN ("Releasor"), for the payment of THREE THOUSAND DOLLARS (\$3,000.00), of which \$1,500.00 is paid by Carrier Corporation and \$1,500.00 by Peirce-Phelps, Inc., do for myself, my businesses, and my heirs, executors, administrators, successors, assigns and insurers, release and forever discharge Carrier Corporation and Peirce Phelps and each of their respective parents, subsidiaries, affiliated corporations or divisions, and each of their respective past, present, and future directors, officers, employees and all persons acting under or in concert with them, including their attorneys, affiliates, heirs, administrators and assigns (hereinafter, collectively, "Releasees") as well as all other persons and entities, from all claims, demands, damages, actions, causes of action or suits at law or in equity, of whatsoever kind or nature, for or because of any matter or thing done or omitted by anyone and alleged to result from, or be related to, the Carrier 50GL-024-321 Single-Package Electric Cooling Unit, Serial No. 3805G41639, its components, the associated Roof Top Curb, ductwork and all components of the air conditioning system, whether or not manufactured or sold by Carrier and/or Peirce-Phelps, including all past, current and future claims, cross-claims, demands, damages, actions, causes of action or suits at law or in equity, of whatsoever kind or nature including personal injury/illness claims by me and others, as well as damages and losses to the buildings, contents of the buildings and the property located at 7512 Brentwood Rd., Philadelphia, PA 19151, and further including but not limited to those set forth, or which could have been set forth, in the lawsuit identified as, David Hatchigian v Carrier Corporation and Peirce-Phelps, filed in the Court of Common Pleas, Philadelphia County at No. 150604314.

I understand that said Releasees, by reason of agreeing to these compromise payments, neither admit nor deny liability of any sort, and that said Releasees have made no agreement or promise to do or omit to do any act or thing not herein set forth. I further understand that this General Release and Settlement Agreement is made as a compromise to avoid expense and to terminate all controversy and/or claims for damages and losses of whatsoever nature which exist, have existed and/or will exist. I also agree that this settlement is the compromise of disputed claims and that the payments set forth herein are not to be construed as an admission of liability on the part of either of the Releasees and that said Releasees deny liability.

I also specifically acknowledge that any brand of Carrier air conditioning equipment must be installed by a qualified, licensed mechanical trade person, and that I am not a qualified, licensed mechanical trade person.

As further consideration of the respective payments of the aforementioned sum to me, I agree that any lien or subrogation claim due or claimed to be due to any person, firm, corporation, government, governmental agency, insurance company or other entity, which lien is based upon services, materials, wages, compensation, or any other benefits, including medical benefits, provided to, reimbursed to or paid on behalf of me or my businesses, shall be discharged by me or my businesses, and I will indemnify, defend and hold forever harmless the Releasees with respect to any such liens or claims.

I admit that no representation of fact or opinion has been made by said Releasees or anyone on Releasees' behalf to induce this compromise with respect to the extent, nature or permanency of said losses and damages or as to the likelihood of future complications therefrom, and that the sums paid are solely by way of compromise of a disputed claim.

Notwithstanding the terms of this General Release and Settlement Agreement, it is specifically agreed that it is the express objective and intention of this General Release and Settlement Agreement to release and forever discharge Releasees for all of time of any and all types of claims and damages alleged to result from or be related to the Carrier 50GL-024-321 Single-Package Electric Cooling Unit, Serial No.3805G41639, its components, the associated Roof Top Curb, ductwork and all components of the air conditioning system, whether or not those components were manufactured or sold by Carrier and/or Peirce-Phelps.

I have consulted an attorney of my choice concerning this General Release and Settlement Agreement and accept it believing its terms to be fair and reasonable. I have carefully read this General Release and Settlement Agreement and know and understand its contents. I am signing this General Release and Settlement Agreement of my own free will and intend to be legally bound by the terms contained herein.

I agree that this General Release and Settlement Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. If any part or provision of this Settlement Agreement and Release shall be held void or invalid, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, I HEREBY SIGN THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT, INTENDING TO FOREVER TO BE BOUND BY ITS TERMS.

This _____ day of _____, 2017.

CAUTION: READ BEFORE SIGNING.

Witness

DAVID HATCHIGIAN

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 2017.

NOTARY PUBLIC



City of Philadelphia
Department of
Licenses & Inspections
P.O. Box 53310
Philadelphia, Pa. 19105

DISPLAY PROMINENTLY

if required by law

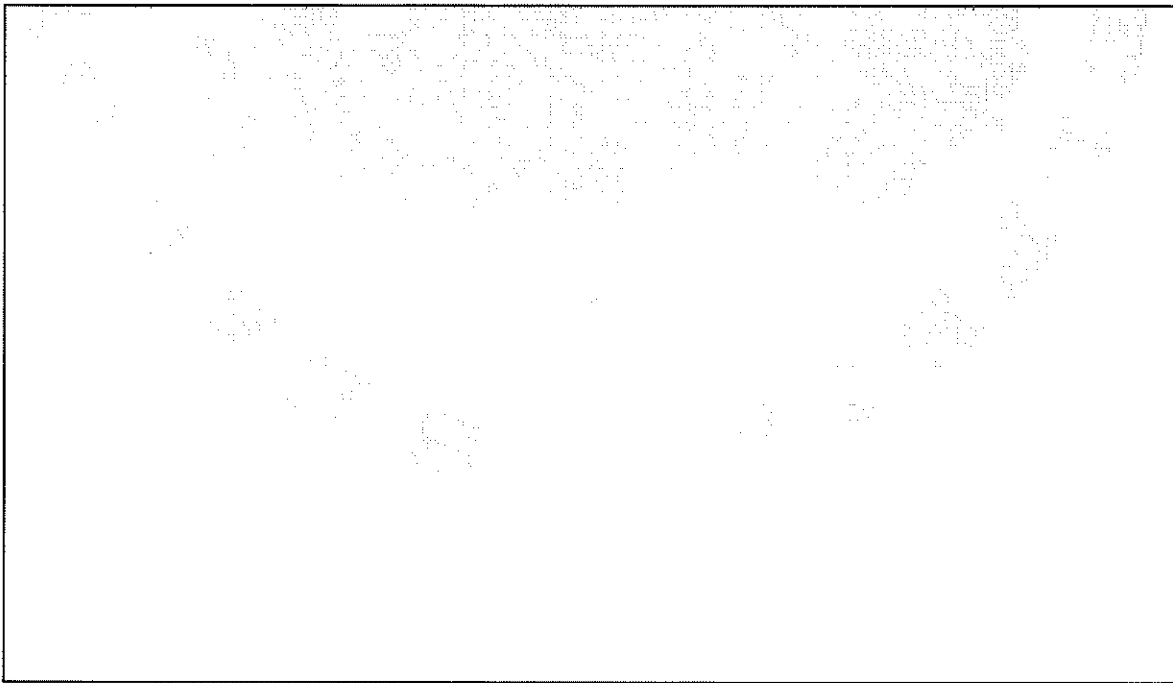
DAVID HATCHIGIAN
2414 TOWNSHIP LINE RD
HAVERTOWN, PA 19083
USA

3516 Electrical Contractor

DAVID HATCHIGIAN

THIS LICENSE IS GRANTED TO THE PERSON OR COMPANY FOR THE PURPOSE STATED ABOVE. IT IS SUBJECT TO IMMEDIATE CANCELLATION BY THIS DEPARTMENT FOR VIOLATIONS OF CITY ORDINANCES AND REGULATIONS. INQUIRIES CALL 311 (215-686-8686).

LICENSE CODE	LICENSE NO.	COMMERCIAL ACTIVITY LIC.	EXPIRES ON	ISSUED ON
3516	15308		6/28/2021	7/8/2020



LICENSE